

COLBY PLACE**INDEX****BY-LAW NO. 1**

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BY-LAW NUMBER 1

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 92 ON THE 22ND DAY OF FEBRUARY 1996.

BE IT ENACTED AS By-law Number 1 of Halifax County Condominium Corporation No. 92 (the "Corporation") as follows:

ARTICLE 1

DEFINITIONS

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

1. **ACT** means the Condominium Act, Statues of Nova Scotia, 1970-71, Chapter 12 and amendments thereto and Regulations made pursuant thereto.
2. **BOARD** means the Board of Directors of the Corporation.
3. **CORPORATION** means Halifax County Condominium Corporation No. 92, a Corporation created under the Condominiums Act, by the acceptance for registration of the Declaration and the Description.
4. **DECLARANT** means the Declarant in the Declaration, Quad-Ram Development Group Limited.
5. **DECLARATION** means the Declaration respecting the land submitted for acceptance for registration by the Registrar of Condominiums registered in the Office of the Registrar of Deeds at Halifax and filed at the Office of the Registrar of Joint Stock Companies, and all amendments thereto.
6. **DESCRIPTION** means the free hold land described in the Description.
7. **LAND** means the freehold land described in the Description.
8. **MEMBERS** means the owners from time to time.
9. **TERMINATION** means the government of the property by the Act is terminated and includes termination as a result of damage.
10. Any other words and phrases which are defined in the Act shall have the meaning given to them by the Act.

ARTICLE II

THE CORPORATION

1. **SEAL OF CORPORATION.** The Corporation shall have a seal in the form impressed in the margin hereof. It shall at no time be used except by authority of the board previously given, and in the presence of at least two members of the board who shall sign every

instrument to which the seal is affixed. Where there is only one member of the Corporation its signature is sufficient for the purpose of this paragraph. The secretary shall be responsible for the custody of the corporate seal.

2. **OFFICE.** The office of the corporation shall be at 60 Highfield Park Drive, Dartmouth or at other place as the Board by Resolution may determine.
3. **FISCAL YEAR.** The fiscal year of the corporation shall end on the last day of December of each year or on such date as the Board by resolution may determine.

ARTICLE III

MEETING OF MEMBERS OF THE CORPORATION

1. **FIRST GENERAL MEETING.** A general meeting of the members shall be held within ninety (90) days after the acceptance for registration of the Declaration and Description and the invoking of the Act.
2. **ANNUAL MEETING.** The first annual meeting shall be held not later than fifteen (15) months after the first meeting of the members of the Corporation and thereafter an annual meeting of the members shall be held once in each calendar year and not more than fifteen (15) months shall elapse between the date of one annual meeting and that of the next.
3. **GENERAL MEETINGS.** All meetings, other than annual meetings and the first general meeting, shall be called general meetings.
4. **PLACE OF MEETINGS.** All meetings of the members of the Corporation shall be held at such place within the County of Halifax, in the Province of Nova Scotia, as the board may from time to time determine.
5. **CALLING GENERAL MEETINGS.** The board may wherever it thinks fits, and shall, upon receiving a petition in writing signed by owners or mortgagees or any combination thereof entitled to vote with respect to twenty-five percent (25%) of the units and delivered to the Secretary of the Corporation, convene a general meeting within 5 (original document states 5 but someone pencilled in 15?) days of receipt of such petition.
6. **NOTICE OF MEETINGS.** No public notice or advertisement of meetings of members, either annual or general, shall be required, but a printed, written, typewritten or otherwise mechanically reproduced notice in which is stated the day, hour and place of the meeting, together with an agenda of the business to be transacted thereat, shall be either delivered or mailed by ordinary mail with postage prepaid to each member and to all mortgagees who have notified the Corporation of the registration of their mortgages, at least 10 days (exclusive of the day of the delivery or mailing, but inclusive of the day for which notice is given) before the date of every meeting, addressed to such address is given by the member or mortgagee to the Corporation for the purpose of notice, or if no address be given then to the last address of such member or mortgagee known to the Secretary or if no address be known notice shall be deemed to have been given to members or mortgagees if delivered or sent addressed to them at their respective units, provided always that a meeting of members, either annual or general, may be held for

any purpose at any time and at any place within the County of Halifax, in the Province of Nova Scotia without notice, if all the members or mortgagees entitled to notice of such meetings are present thereat in person or represented thereat by proxy duly appointed, or if the absent members or mortgagees shall have signified their consent in writing to such meeting being held. Notices may be signed by the President, a Vice-President or the Secretary or such other persons as the Board may from time to time appoint for that purpose. Proof of notice calling the meeting shall be made by any irregularity in any notice thereof may be waived by any member or mortgagee. No accidental error or omission in giving notice of any meeting of members of the Corporation (whether annual or general) shall invalidate such meeting or make void any proceedings taken or had thereat and any member or mortgagee may at any time waive notice of such meeting and ratify, approve, and confirm any and all proceedings taken or had thereat.

7. **QUORUM.** Except as otherwise provided in this By-law no business shall be transacted at any annual or general meetings of members unless a quorum of members entitled to vote thereat is presented within thirty (30) minutes after the time for which the meeting was called. A quorum for the transaction of business at any meeting of members of the Corporation shall be constituted when members entitled to vote and owning not less than thirty-three and one-third percent (33 1/3%) of the common elements are present in person or represented by proxy at such meeting and not fewer than five (5) persons entitled to vote are present in person.
8. **ADJOURNMENT FOR LACK OF QUORUM.** If within thirty minutes after the time appointed for the holding of any annual or general meeting of members a quorum be not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting the members or persons entitled to vote who are present in person or represented by proxy at such meeting shall be deemed to constitute a quorum.
9. **VOTING.** Votes may be given either personally or by proxy. At annual or general meetings every question shall be decided by a show of hands unless a poll thereon be required by the Chairman or be demanded by a member entitled to vote who is present in person or by his proxy if so represented. Upon a show of hands every member is entitled to vote who is present in person or by his proxy if so represented shall have one vote. After a show of hands has been taken upon any question the Chairman may still require, or any member entitled to vote who is present in person or by his proxy if so represented, may still demand a poll thereon. Wherever a vote by show of hands shall have been taken up on a question unless a poll thereon be so required or demanded, a declaration by the Chairman of the meeting that the vote upon the question has been carried, or carried by a particular majority or not carried and any entry to that effect in the minutes of the proceedings at the meeting shall by prima facie evidence of the fact, without proof of number or proportion of the votes recorded in favour of or against any resolution or other proceedings in respect of the said question, and the result of the vote so taken shall be the decision of the corporation in an annual or general meeting, as the case may be, upon the question.
10. **POLLS.** IF at any meeting of members, a poll is demanded and not withdrawn it shall be taken in such manner as the Chairman directs. The result of a poll shall be deemed

to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn at any time prior to the taking of the poll.

11. **EQUALITY OF VOTES.** In case of an equality in the votes, whether on a show of hands or on a poll the Chairman of the meeting is entitled to a casting vote in addition to his original vote.
12. **NUMBER OF VOTES.** On a show of hands, each member present in person or by his proxy, shall have one vote; and on a poll, each member shall have the vote which appears in Schedule C to the declaration opposite his unit number.
13. **APPOINTMENT OF PROXY.** An instrument appointing a proxy shall be in writing under the hands of the appointor, or his attorney authorized in writing, or if the appointor is a corporation, either under its corporate seal or under the hand of an officer or attorney so authorized, and may be either general or for a particular meeting, but a proxy need not be a member, but may be any person; a proxy must be filed with the Secretary of the corporation before the time of any meeting at which it is to be used and may be revoked by notice filed with the Secretary before the time of any meeting or by the appointor's attendance at the meeting.
14. **VOTE BY CO-OWNERS.** If a unit or a mortgage on a unit is owned by two or more persons any one of them present or represented by proxy may, in the absence of the other or others vote, but if more than one of them is present or represented by proxy, those present or represented by proxy shall vote in the same way, failing which the vote for such unit shall not be counted unless such co-owners have filed with the Secretary a Statutory Declaration specifying their respective proportionate interest.
15. **REPRESENTATIVES.** An executor, administrator, committee of a mentally incompetent person, guardian, trustee, or other person acting pursuant to section 24, (3) or (4) of the Act (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator committee, guardian, trustee or person acting the provisions of paragraph 14 of this Article shall apply.
16. **VOTE OF MORTGAGE.** Where a mortgage of a unit and common interest contains a provision that assigns to the mortgagee, or otherwise authorizes the mortgagee to exercise the rights of the owner as a member to vote or to consent at any annual or general meeting of members, and where the mortgagee desires to exercise such rights, the following provisions shall apply:
 - (a) written notice thereof shall be delivered, or sent by prepared registered post, by or on behalf of the mortgagee to the office of the corporation including the address for notice of the mortgagee; and
 - (b) the notice may state according to its terms the extent to which the mortgagee desires to exercise the right of such owner to vote or consent as aforesaid; and
 - (c) the Corporation shall be bound from the time of receipt of such notice to treat the mortgagee as a member for the purpose of exercise of the rights of such owner

to receive or waive notices, to appoint a proxy, to call a general meeting pursuant to paragraph 5 of this Article III and to vote or consent in accordance with the notice so given by or on behalf of the mortgagee subject always to the rights of such owner to continue to receive notice of and to attend meetings of members; and

- (d) in the event that units whose common interest represent twenty-five percent (25%) of the common elements are subject to first mortgages held by the same first mortgagee, then the Corporation shall deliver to such first mortgagee, if it so requests in writing, a copy of the minutes of all meetings of the board and of all meetings of members of the Corporation.

17. **ENTITLEMENT OF VOTE.** Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution must be unanimous no member is entitled to vote at any meeting unless all the contributions to the Corporation, payable in respect of his unit, have been paid to the date of such meeting; provided however, that the terms of this paragraph shall not derogate from the rights of the mortgagee as set out in paragraph 16 of this Article III.

ARTICLE IV

BOARD OF DIRECTORS

1. **NUMBER.** The affairs of the Corporation shall be managed by the Board of Directors and until changed by by-law the number of members of the Board of Directors of the Corporation shall be five (5).
2. **QUORUM.** A quorum for the transaction of business at a meeting of the Board of Directors is a majority of the members of the board. Notwithstanding vacancies the remaining directors may exercise all the powers of the board so long as a quorum of the Board remains in office.
3. **QUALIFICATION OF MEMBERS OF THE BOARD.** Any person who is a member of the Corporation or any representative of a mortgagee of one or more units or any representative of any management of the property as provided for in Article IX hereof, is qualified to be elected as a director of the Corporation provided that each director shall be nineteen (19) or more years of age. If a unit has more than one owner, only one may be a member of the board at any time.
4. **ELECTION AND TERM.** Within seven (7) days after acceptance for registration of the Declaration and Description the Declarant shall elect three (3) persons who shall constitute the board until the first general meeting of the members of the Corporation is held pursuant to paragraph 1 of Article III, at which time three (3) persons shall be elected as directors and the initial directors shall be eligible for re-election at such meeting, Directors of the Corporation shall be elected in rotation and upon the expiration of their respective term of office shall retire but shall be eligible for re-election. At the first general meeting of the members of the Corporation two directors shall be elected to hold office for a term of one (1) year from the date of their election or until their successor are elected two directors shall be elected to head office for a term of two (2) years from the date of their election, or until their successor are elected and one (1)

director shall be elected to hold office for a term of three years (3) from the date of his election or until his successor is elected. At each annual meeting thereafter the number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

5. **REMOVAL OF DIRECTORS.** The members of the Corporation may by resolution passed by a majority vote at a meeting of the members called for such purpose remove any director before the expiration of his term of office and may elect a person in place of any director who has been removed to hold office for the remainder of his term.
6. **FILLING OF VACANCIES.** Any vacancy occurring in the board of directors shall be filled for the remainder of the term of office by the members at a general meeting called for that purpose.
7. **CALLING OF MEETINGS.** Meetings of the Board shall be held from time to time at such place in the County of Halifax, Province of Nova Scotia, and at such time and on such day as the President or a Vice-President who is a director or any two (2) directors may determine, and the Secretary shall call meetings when directly authorized by the President or a Vice-President who is a director or by two directors. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each director not less than forty-eight (48) hours exclusive of Saturdays and holidays (as defined by the Interpretation Act) before the time when the meeting is to be held provided that no notice shall be required to be given of any meeting of directors held for the sole purpose of organization and the election and appointment of officers immediately following any annual meeting and no notice of any meeting shall be necessary if all the directors are present or if a quorum is present and those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
8. **REGULAR MEETINGS.** Regular meetings of the board may be held at such time and place in the County of Halifax, as shall be determined from time to time by a resolution passed by a majority of the Directors.
9. **ADJOURNED MEETING.** At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.
10. **VOTE.** At meetings of the board of directors all matters shall be decided by majority vote, provided that the Chairman of the meeting shall have a casting as well as an original vote in case of an equality of votes.
11. **INTEREST OF DIRECTORS IN CONTRACTS.** No director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or company in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 12 of this Article IV are complied with.

12. **DECLARATION OF INTEREST.** It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract, or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the board by <three or more> directors.
13. **PROTECTION OF DIRECTORS AND OFFICERS.** No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation throughout the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.
14. **INDEMNITY OF DIRECTORS AND OFFICERS.** Every director or officer of the Corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and save harmless out of the funds of the Corporation from and against:
- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office, except any dishonest or fraudulent act or acts;
 - (b) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof.
15. **FIDELITY BONDS.** The board may require that all directors, officers and employees handling or responsible for the Corporation's money or securities shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE V OFFICERS

1. **ELECTED OFFICERS.** At the first meeting of the board after each election of directors the board shall elect from among its members a President and may elect from among its members one or more Vice-Presidents. A vacancy occurring from time to time in such offices may be filled by the board from among its members.
2. **APPOINTED OFFICERS.** From time to time the board shall appoint a Secretary and may appoint a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officers so appointed may but need not be a member of the board. With the exception of the President one person may hold more than one office and if the same person holds

both the office of Secretary and Office of Treasurer he may be known as Secretary-Treasurer.

3. **TERM OF OFFICE.** In the absence of written agreement to the contrary the board may remove at its pleasure any officer of the Corporation.
4. **PRESIDENT.** The President, when present, shall preside at all meetings of the board and shall be charged with the general supervision of the business and affairs of the Corporation, subject only to the direction of the board and he shall have such other powers and duties as the board may from time to time determine.
5. **VICE-PRESIDENT OR VICE-PRESIDENTS.** During the absence or the inability to act of the President his power and duties shall fall upon the Vice-President, or if more than one, upon such one as may be designated by the board of directors, save that no Vice-President shall preside at a meeting of the board or at a meeting of members who is not Vice-President exercises any such duty of power the absence of the President shall be presumed with reference thereto. The Vice-President, or if more than one, the Vice-Presidents, shall also have such powers and duties as may from time to time be assigned to him or them respectively by the board.
6. **GENERAL MANAGER.** The General Manager, if one be appointed shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration.
7. **SECRETARY.** The Secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the members and shall enter or cause to be entered in books, papers, records, documents and other instrument belonging to the Corporation except those to be kept by the Treasurer and he shall perform such other duties as may from time to time be prescribed by the board.
8. **TREASURER.** The Treasurer shall keep or cause to be kept full and accurate books of account and accounting records in which shall be recorded all receipts and disbursements of the Corporation. He shall have the care and custody of all the funds and securities of the Corporation in such bank or banks or trust company or trust companies or with such depository or depositories as the board of directors shall direct. He shall distribute the funds of the Corporation when necessary and proper, taking proper vouchers for such disbursements, and shall render to the President and directors at the meetings of the Board of Directors or whenever they may require it, an account of all his transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board of Directors.
9. **OTHER OFFICERS.** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of any officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

10. **COMPENSATION.** Compensation of all officers and employees of the Corporation shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee of the corporation nor preclude any director entering into a contract with the Corporation for the management of the Corporation.

ARTICLE VI

BANK ARRANGEMENTS AND CONTRACTS

1. **BANKING ARRANGEMENTS.** The banking business of the Corporation or any part thereof shall be transacted with such Bank or Trust Company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, draft, acceptances, bill of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto, and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.
2. **EXECUTION OF INSTRUMENTS.** Deeds, transfers, assignments, contracts, and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provision to the contrary contained in the By-laws of the Corporation the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

ARTICLE VII

THE CORPORATION

1. **DUTIES OF THE CORPORATION.** The duties of the Corporation are to manage the property and any assets acquired by the Corporation in connection with the use and enjoyment of the property, to prepare budgets and collect common expenses with a view to maintaining financial stability and to provide such services to the owners as are specified in the Act, the Declaration, or the By-laws. Without limiting the generality of the foregoing, the duties of the Corporation include the following:
 - (a) to collect and receive all contributions towards the common expenses from the owners, or from any mortgagee if the same are collected by a mortgagee, and deposit the same in a separate account with a chartered bank, loan or trust company;

- (b) to keep accurate amounts of the financial transactions involved in the performance of its duties and the exercise of its rights and send to each owner annual statements of income and expenditures with respect thereto;
- (c) within ninety (90) days after the end of each fiscal year to deliver or mail to each owner, and to each mortgagee who has notified his interest to the Corporation, a copy of the Corporation's audited financial statements for the preceding fiscal year prepared and certified by the auditors of the Corporation and signed by two directors;
- (d) for the purpose of complying with the provisions of the Act and the Declaration with respect to insurance to do all acts and things and to take out and maintain such insurance as the Board may from time to time deem advisable;
- (e) to control, manage and administer the common elements for the benefit of all owners and for the benefit of the entire condominium project, and to maintain such staff as may be required to carry out all times promptly and efficiently its duties in such management of the property;
- (f) to repair and maintain the common elements in accordance with the provisions of the Act and the Declaration;
- (g) to keep the common elements clean, suitably decorated and landscaped (other than those parts of the common elements to which an owner has exclusive use and possession) and to keep all sidewalks, driveways and entrances free and clear of ice and snow;
- (h) to purchase electricity, water and other public utilities for use in the common elements;
- (i) to effect compliance by the owners of units with the Act, the Declaration and the By-laws.

2. **POWERS OF THE CORPORATION.** The powers of the Corporation include, but are not limited to, the following:

- (a) purchasing, hiring, or otherwise acquiring, property for use by the unit owners in connection with their enjoyment of the common elements, and for use in the management and maintenance of the common elements and the property, except units; and
- (b) borrowing money required by it for the performance of its duties or the exercise of its powers but each borrowing shall require the recommendation of the board and approval by-law, passed at a meeting called for that purpose; and
- (c) to secure the repayment of moneys borrowed by it and the payment of interest thereon by negotiable instrument; and
- (d) to make an agreement with any unit owner or occupier of a unit for the provision of amenities or services, or payment of same; and

- (e) granting to any unit owner the right to exclusive use and enjoyment of any part of the common elements or special privileges in respect thereof; and
- (f) revoking any grant provided under paragraph (e) above on reasonable notice; and
- (g) entering into contracts for the repair and maintenance on a continuing or periodic basis of any part or parts of the common elements or of installations contained in units and subject to easements for services to the common elements or other units but no such contract shall extend for more than two (2) years unless approved by by-law; and
- (h) to do all things responsibly necessary for the performance of its duties under the Act, the Declaration, the By-laws including the common element rules; and
- (i) adoption and amendment of rules and regulations concerning the operation and use of the property; and
- (j) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize, including but not limited to, the duties of the corporation set forth in paragraph 1 of this Article VII; and
- (k) obtaining and maintaining fidelity bonds for any Manager where deemed necessary by the Board and in such manner as the Board may deem reasonable; and
- (l) investing reserves and other money from time to time held by the Corporation, provided that such investment shall be those permitted by the Trustee Act, Revised Statutes of Nova Scotia, 1967, Chapter 317 and amendments thereto, and convertible into cash in not more than ninety (90) days.

ARTICLE VIII

DUTIES OF THE DECLARANT

The Declarant shall perform all the duties of the Corporation set forth in this By-law up to the date of appointment of directors by the Declarant provided for in paragraph 4 of Article IV of this By-law or until the first general meeting, whichever first occurs, and thereafter the Corporation shall assume all of its duties as herein set forth; and the Declarant shall prepare and adopt a budget for the Corporation for the period from the date of registration of the Declarant and Description until the first fiscal year end, subject to revision pursuant to paragraph 6 of Article X.

ARTICLE IX

MANAGEMENT OF THE PROPERTY

Notwithstanding paragraph 1 of Article VII hereof, the Corporation may from time to time enter into an Agreement for the management of the property with a person or persons, corporation or firm selected by the Corporation in its discretion for such period and upon such terms and conditions as the Corporation deems expedient provided that any agreement for

more than one (1) year must be approved by By-law. In such agreement or agreements, the Corporation may delegate to such person or persons, corporation or firm, all of its powers and duties, including the collection of common expenses, but not including the assessment of common expenses, and those powers and duties that are specifically required by the Condominium Act to be exercised by the Corporation, or by its board of directors.

ARTICLE X

ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARD THE COMMON EXPENSES

1. **ASSESSMENT.** All expenses, charges, and costs of maintenance or replacement of the Common Elements and any other expenses, charges, or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively and shall deliver copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register.

2. **ANNUAL BUDGET.** The board shall, at least thirty (30) days prior to the commencement of each fiscal year, prepare and adopt a budget for the Corporation for the next ensuing fiscal year, prepare and adopt a budget for the Corporation for the next ensuing fiscal year, setting forth in categories estimates of the amount of the common expenses of the Corporation for such year and allocating and assessing such common expenses for such fiscal year among the owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration, in preparing the budget the board shall estimate the amount of income to be received by the Corporation from the use, operation or rental of any of the common elements. In addition to all expenses, charges, or costs, which the board may incur or expend, these shall be included in the annual budget provision for the following:
 - (a) **A CONTINGENCY FUND**, which fund shall be used and applied from time to time towards meeting the deficits and such other common purposes as the Corporation may deem necessary;

 - (b) **A RESERVE FUND**, which shall include moneys received to be accumulated in the Reserve Fund as provided for in paragraph 3 of this Article X and to be used or expended for major items of repair or replacement made necessary by damage, deterioration, or obsolescence.

3. **CONTINGENCY FUND.** Upon the purchase of each unit from the Declarant, or at any time thereafter at the request of the Corporation, each owner shall deposit with the Corporation, or as the Corporation may otherwise direct, an amount equal to three times the monthly assessment relating to such owner's unit for the year in which such deposit is requested. Such amount shall be held, together with the amount similarly deposited by other unit owners, as a Contingency Fund for common expenses and shall be used and applied from time to time towards meeting the deficits and such other common

purposes as the Corporation may deem necessary, but not amounts to be expended from the Reserve Fund.

4. **RESERVE FUND.** The moneys in the Reserve Fund shall be accumulated and when the amount in the Reserve Fund reaches \$500.00 per unit the board shall no longer be required to include any minimum amount to be credited to the Reserve Fund in the budget but shall administer the Reserve Fund with a view to maintaining it at that level. When the Reserve Fund reaches \$10,000.00 the interest on it may be transferred by the board of directors to the account maintained by the Corporation to satisfy the common expenses but otherwise the interest shall be accumulated in the Reserve Fund.
5. **CONTINGENCY AND RESERVE FUNDS PART OF COMMON ELEMENTS.** The Contingency Fund and the Reserve Fund shall be deemed part of the common elements and in the event of sale by the owner, such owner shall not be entitled to any refund of the whole or any part of the contributions or deposits made from time to time by him to the Contingency Fund or Reserve Fund, but all his interest in the unexpended portion of each of the said Funds, if any, shall be transferred and ensure to the purchaser of the unit with whom the owner will make any necessary adjustments.
6. **COPIES OF BUDGET AND NOTICE OF ASSESSMENT.** A copy of the budget for the ensuing fiscal year, together with a notice showing the amount assessed to each owner for such year for common expenses, shall be delivered or mailed by first class mail, postage prepaid, to each owner, and to each mortgagee who has notified his interest to the Corporation, not more than twenty-one (21) days after the beginning of each fiscal year. Each owner shall be obligated to pay to the Corporation, or as the Corporation may in writing direct, the amount or such annual assessment as follows: One-twelfth (1/12) of such assessment on the first day of each and every month next following the delivery of such notice of assessment. Each owner shall on or before the first day of each and every month next following the delivery of such notice of assessment. Each owner shall on or before the first day of the second month in each fiscal year, unless otherwise directed by the mortgagee for such unit, deliver to the Corporation, or as the Corporation may direct in the notice of assessment, 12 postdated cheques covering the payments due by each owner during the ensuing 12 months and such cheques shall be deposited as they become payable. Until the annual budget for any fiscal year has been sent to each owner, each owner shall continue to pay each month an amount equal to the monthly instalment payable by such owner under the annual budget for the preceding fiscal year.
7. **REVISED ASSESSMENTS.** If at any time during the course of any fiscal year the board shall determine that the annual assessment of contributions are inadequate by reason of a revision in the Board's estimates of either expenses or income the board shall prepare and cause to be delivered to each owner and to each mortgagee who has notified his interest to the Corporation a revised annual budget for the balance of such fiscal year and thereafter monthly contributions shall be determined and paid on the bases of such revised budget.
8. **MONEYS ON DEPOSIT.** All monies of the Corporation, except petty cash on hand or moneys invested, shall be kept on deposit in a chartered bank or trust company carrying on business in the Province of Nova Scotia.

9. **CONVEYANCE OF UNIT.** No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to the transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.
10. **STATEMENT OF ACCOUNT.** Within ten (10) days following written application the board shall furnish an owner of mortgagee or any person authorized in writing by either of them, with a statement as of the first day of the month in which such request is made setting forth the following:
- (a) any assessments unpaid or payable as of such date, together with accrued interest thereon;
 - (b) the amount outstanding in a reserve fund and contingency fund contributed or deposited or required to be contributed or deposited by the unit owner.
11. **INSPECTION OF BOOKS.** Upon written application therefor, the board shall make the books of account and accounting records available at all reasonable times for inspection by a owner or a mortgagee (if authorized hereunder) or any person authorized in writing by either of them.
12. **ESTOPPEL CERTIFICATE.** Any certificate issued by the Corporation to a mortgagee, purchaser, or other person dealing with an owner, to certify an owner's position with regard to assessments, contributions or otherwise, which has been signed by two officers of the Corporation and all other owners and it and they shall be estopped from denying the accuracy of such certificate against any such mortgagee, purchaser or other person dealing with the owner; but this shall not prevent the enforcement against the owner of all obligations of the owner whether improperly stated in such estoppel certificate or not.
13. **DEFAULT IN PAYMENT ASSESSMENT**
- (a) Arrears of payments required to be made under the provision of this Article X shall bear interest at a rate equal to 2% above the interest rate charged from time to time by the Bank of Canada to Chartered Banks and shall be compounded monthly until paid.
 - (b) In addition to any remedies or liens provided by the Act, if an owner is in default in payment of an assessment levied against him, for a period of 15 days, the board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

ARTICLE XI

DEFAULT

1. **NOTICE OF UNPAID COMMON EXPENSES.** The board whenever so requested in writing by an owner or a mortgagee who has given notice of his mortgage to the Corporation shall promptly report any then unpaid common expenses due from or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are 30 days past due.

2. **NOTICE OF DEFAULT.** The board when giving notice of default in payment of common expenses or any default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the Register and who has requested that such notices be sent to him.

ARTICLE XII

RECORDS

The board shall cause to be kept the following records:

- (a) a set of architectural plans and specifications of the buildings and of all alterations in the building made by the Corporation or by an owner; and
- (b) a log of all communications or complaints from owners related to the duties of the Corporation and of the action taken; and
- (c) minutes of meetings of the board; and
- (d) minutes of meetings of members of the Corporation; and
- (e) financial records and books of account, including a chronological list of receipts and expenditures as well as a separate account for each unit which shall contain the amount of each assessment of common expenses against each unit, the date when due, the amount paid thereon any amounts remaining unpaid; and
- (f) a unit ownership register showing the names of the owners, as notified to the Corporation, the addresses for service of the owners, the proxies from time to time in force, and the names and addresses for services of all mortgagees who from time to time give notice of registration of their mortgages to the Corporation.

All records except the minutes of meetings of directors shall be available for inspection at reasonable hours by all owners and mortgagees.

ARTICLE XIII

PROVISIONS RESPECTING THE USE AND OCCUPATION OF UNITS

In addition to the provisions of the Declaration, the use and occupation of the units shall be in accordance with the following restrictions and stipulations:

- (a) no laundry shall be hung other than on the inside of a unit or in designated areas in the laundry areas of the common elements.
- (b) no screen, awnings or shades shall be erected over and outside of the windows, nor shall any garments, rugs, flowerpots, or other articles be hung or placed on the windowsills, railings, and other external parts of the unit.
- (c) no portion of a unit required by the Declaration to be maintained by the Corporation shall be painted, decorated, or otherwise affected by anyone other than the Corporation.
- (d) no animal, livestock, fowl, or pet, of any kind shall be kept in any unit unless approved by the board, which approval the board may arbitrarily withhold; and

the board may withdraw any approval previously given by it at any time on thirty (30) days notice.

- (e) nothing may be thrown out of the windows or doors of a unit.
- (f) the use of and covering of the interior surfaces of all windows whether by drapes, shades, or other items visible from the exterior of the unit shall be subject to any requirements of the board.
- (g) no stores of any combustible, inflammable or offensive goods, provisions or materials shall be kept in any unit.
- (h) no plumbing or electrical repairs or alterations within any unit or within any partition, bearing or party wall, shall be made without the prior written consent of the board.
- (i) no person shall occupy or visit any part of a unit under circumstances where such person is being charged for occupation or for board or otherwise, but this provision shall not prevent the leasing of such unit.
- (j) no unit shall be used for professional or commercial purposes such as an office for a doctor, dentist, chiropractor, or lawyer.
- (k) no electrical or telephone installation shall be erected on or fastened to any unit, or the outside of the building, except as approved by the board.
- (l) no signs, billboards, notices, or the advertising matter or any kin shall be placed on any part of a unit, without the written consent of the Board first being obtained.
- (m) all electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.
- (n) no instrument, appliance, equipment, or other device shall be used within any unit which, in the opinion of the board, causes a disturbance or interference with the comfort of other owners.
- (o) no owner shall do anything or permit anything to be done that will increase the risk or fire or the rate of fire insurance on the property or any part thereof.
- (p) no owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
- (q) all garbage shall be tightly wrapped and tied in accordance with the instructions of the Board from time to time and shall be disposed of together with all other refuse by way of the disposal installations provided for such purposes.

ARTICLE XIV

PROVISIONS GOVERNING THE USE OF COMMON ELEMENTS

The rules and regulations with respect to the use of the common elements of the Corporation shall be initially those rules and regulations set forth in Schedule "A" of this By-law Number 1, and therefore any amendments, additions, deletions or changes therein from time to

time shall be authorized by resolution passed by a majority vote at any annual or general meeting of the Corporation.

ARTICLE XV
MISCELLANEOUS

1. **SEVERABILITY.** The invalidity in whole or in part of any article or articles, paragraph or paragraphs, or clause or clauses in this By-law contained shall not affect the validity of the remaining portions of such article or articles, paragraph or paragraphs, or clause or clauses of this By-law.
2. **INTERPRETATION.** In this By-law and all other By-laws of the Corporation, 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, partnerships and nay number or aggregate of persons.

Whenever reference is made in the By-law to any statute or section thereof such reference shall be deemed to extend and apply to any amendments to the said statute or section or re-enactment thereof as the case may be.

3. **HEADINGS.** The headings in the body of this By-law number 1 form no part of this By-law but shall be deemed to be inserted for convenience of reference only.
4. **WAIVER.** No restrictions, conditions, obligations or provisions contained in this By-law, or any amendments thereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
5. **AMENDMENTS.** This By-law or any part thereof may be varied, altered, or repealed by a By-law passed in accordance with the provisions of the Act and the Declaration.

**SCHEDULE "A" TO BY-LAW NUMBER ONE OF
HALIFAX COUNTY, CONDOMINIUM CORPORATION NO. 92
ENACTED THE 22ND DAY OF FEBRUARY 1996**

RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON ELEMENTS

1. The sidewalks, walkways, passages, and driveways, shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.
2. The corridors, lobbies, stairways, and other parts of the common elements designed for passage shall be used for that purpose only and shall not be obstructed by bicycles, baby carriages, parcels or other objects.
3. No motor vehicle other than a private passenger automobile shall be parked in any parking space with the common elements.
4. No motor vehicle shall drive on any part of the common elements other than on a driveway or parking space provided for that purpose.
5. Subject to paragraph (3) hereof no motor vehicle and no trailer of any kind, including without limiting the generality of the foregoing any house, tent, boat or snowmobile trailer and no boat, snowmobile mechanical toboggan, machinery or equipment of any kind shall be parked, placed, located, kept, or maintained on any part of the common elements.
6. No repairs or adjustments to motor vehicles or automobiles, snowmobile, trailers, or boats may be carried out on the common elements.
7. No private passenger automobile which is not being used for day to day or which is undergoing repairs of any nature, shall be parked, or located upon the common elements or any part thereof and all automobiles may be parked only in locations properly paved and provided for them.
8. No one shall harm, mutilate, destroy, alter, or litter any of the landscaping work on the property, including grass, shrubs, hedges, flowers, or flowerbeds and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of the lawns from time to time.
9. The lanes, gardens, walks and other external common elements shall be used in a quiet and proper manner and with due regard to the comfort and convenience of other owners.
10. No animal, livestock, fowl, or pet of any kind shall be kept on any part of the common elements.
11. No stores of coal or any combustible, inflammable or offensive goods, provisions, or materials shall be kept on any part of the common elements.
12. No building or structure or tent shall be erected, placed located, kept, or maintained on the common elements without the prior written consent of the board.

13. No part of the common elements shall be used for the erection, placing or maintenance of clothesline, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens, or other vegetation or for the disposal of rubbish, garbage, or waste, without the prior written consent of the Board.
14. No television antennae, aerial or tower and appurtenances thereon shall be erected on any part of the common elements.
15. No signs, billboard, notices, or other advertising matter of any kind shall be placed on any part of the common elements without prior written consent of the Board.
16. Moving in and out of units shall be governed by such rules as the Board, may make from time to time.
17. No owner, occupant or guest shall do anything that will be noisy or offensive in the common elements, so as to interfere with the enjoyment, by any owner, of the common elements or his unit.
- 18(a) A parking space not designated in the Declaration and Description as a limited common element appurtenant to a specified unit shall be used only by a person who has rented the same from the Condominium Corporation.
- 18(b) The Board of Directors may from time to time determine the basis upon which unassigned parking spaces shall be rented.

I HEREBY CERTIFY that the foregoing are the initial Common Element Rules as referred to in By-Law Number One of Halifax Condominium Corporation No. 92.

HALIFAX COUNTRY CONDOMINIUM CORPORATION NO. 92

PER: signed by Lynn MacKay

(Secretary)

