

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 92

64 Cumberland Drive
PO Box 21051, RPO Cole Harbour
Dartmouth, NS B2W 6B2

DECLARATION, BY-LAWS and AMENDMENTS

INDEX

Tab	Document
1.	<u>Declaration</u> – dated September 20, 1985 and recorded at the Registry of Deeds as Document #78650 on December 18, 1985.
2.	<u>By-Laws</u> – dated February 22, 1996 and recorded at the Registry of Deeds as Document #13153 on April 11, 1996.
3.	<u>Amendment to By-Laws (Estoppel Certificate)</u> – dated May 6, 2002 and recorded at the Registry of Deeds as Document #33233 on August 6, 2002.
4.	<u>Amendment to Declaration (Unit Repairs)</u> – dated July 19, 2013 and recorded at the Registry of Deeds as Document #103537024 on August 2, 2013.
5.	<u>Amendment to Declaration (Smoke-Free Building)</u> – dated April 10, 2023 and recorded at the Registry of Deeds as Document #122366991 on April 28, 2023.
6.	<u>Amendment to Declaration (Air BnB)</u> – dated February 22, 2024 and recorded at the Registry of Deeds as Document #123843865 on March 14, 2024.
7.	<u>Amendment to By-Laws (Number of People in Unit, Noise/Renovations)</u> – dated February 22, 2024 and registered at the Registry of Deeds as Document #123843881 on March 14, 2024.

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78650

DECLARATION

COLBY PLACE

HALIFAX CONDOMINIUM CORPORATION NO. 92

Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument
was recorded in the Registry of Deeds Office
at Halifax, in the County of Halifax, N. S.
at 9:39 o'clock A. M. on
the 18th day of December
A. D. 1985 in Book Number C.R. 7
at Pages 34 - 65

Robert A. Dickey
Registrar of Deeds for the Registration District
of the County of Halifax.

Thomas o. Boyne, Esq.
Boyne Clarke
Barristers and Solicitors
P. O. Box 812
33 Queen Street
Dartmouth, Nova Scotia
B2Y 3Z3

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COLBY PLACED E C L A R A T I O N

MADE PURSUANT TO THE CONDOMINIUM ACT
STATUTES OF NOVA SCOTIA, 1970-71, CHAPTER 12
for Halifax County Condominium Corporation No. 92

THIS DECLARATION (the "Declaration") made pursuant to the Condominium Act, Statutes of Nova Scotia, 1970-71, Chapter 12 (hereinafter referred to as the "Act") BY:

Quad-Ram Development Group Limited, body corporate, with Head Office at Dartmouth, County of Halifax, Province of Nova Scotia, (the "Declarant").

WHEREAS the Declarant is the owner in fee simple of lands and premises situate at Colby Village, in the County of Halifax aforesaid, as more particularly described in Schedule "A" hereto annexed, and in the Description filed herewith in accordance with section 11 of the Condominium Act; and

WHEREAS the Declarant has constructed one (1) apartment building upon the said lands containing thirty-nine (39) dwelling units; and

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. Introductory

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

- (a) "Corporation" means the Corporation created under the Act by the acceptance for registration of this Declaration and the Description;
- (b) "Description" means the Description submitted for registration herewith by the Declarant;
- (c) Any other words and phrases used herein which are defined in the Act have the meaning given to them by the Act.

1.02 Statement of Intention

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

1.03 Consent of Encumbrancers

The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in the Description is contained in Schedule "B" attached hereto.

1.04 Boundaries of Units

Each unit shall comprise the area bounded:

(a) Horizontally,

on all levels, by the exterior surfaces of the dry-wall sheeting on the walls and the extensions of the planes of such surfaces across windows, doors and other openings.

(b) Vertically,

on all levels, by the upper surface of the concrete floor and by the upper surface of the drywall sheeting on the ceiling.

Notwithstanding the foregoing, the unit shall not include:

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

(b) concrete floor slabs or floor joists within the boundaries of the unit;

(c) such pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are used for the distribution of power, water, drainage and other services within the building and that are within the boundaries of the unit; but the unit shall include the fixtures, outlets and other facilities with respect to such service facilities which are within the boundaries of the unit and which service the unit only.

1.05 Monuments

The monuments controlling the extent of units are fully described in the Description and all dimensions shall have reference to them.

1.06 Proportions of the Common Interest

Each owner shall have an undivided interest in the common elements appurtenant to each unit as a tenant-in-common with all other owners, the proportions of the common interests are the percentages allocated to each unit as set out in Schedule "C" attached hereto.

1.07 Contributions to the Common Expenses

Each owner shall contribute to the common expenses in the proportions identical to the percentages allocated to each unit as set out in Schedule "C" attached hereto.

1.08 Voting Rights

Each owner shall have voting rights in the Corporation in the proportions identical to the percentages allocated to each unit as set out in Schedule "C" attached hereto.

II COMMON EXPENSES**2.01 Specifications of Common Expenses**

Common expenses mean the expenses of the performance of the objects and the duties of the Corporation and, without limiting the generality of the foregoing, include:

- (a) the maintenance, repair, replacement, and the operation of the Common Elements;
- (b) the cost of electricity, water, heating, fuel and all other utilities and services purchased by the Corporation for use in the Common Elements;
- (c) the payment of realty taxes, (including local improvement charges) levied against the property until such time as said taxes are levied against each unit;
- (d) the remuneration payable by the Corporation to any employees deemed necessary for the operation and maintenance of the property including the payment of any remuneration payable pursuant to any management agreement which the Corporation may enter into;
- (e) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;

- (f) the cost of legal, accounting and auditing services, premiums for the Corporation's insurance obligations, appraisals, fees and disbursements of the insurance Trustee, fidelity bonds and the cost of any other objects and duties imposed by the Act, this Declaration and the By-laws of the Corporation and its Board of Directors;
- (g) the cost of borrowing money to carry out the objects and duties of the Corporation and the repayment including principal and interest of debts incurred for the objects and duties of the Corporation, provided, that each borrowing of such money shall have been duly authorized by a vote of the owners at a meeting held for the purposes of such authorization; and
- (h) 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 Bylaws of the Corporation and to be applied from time to time in whole or in part in the absolute discretion of the Corporation towards meeting deficits and such other common purposes, or to be used or expended for major items of repair or replacement made necessary by damage, deterioration or obsolescence, as the Corporation may deem necessary or desirable in order to carry out the objects and duties of the Corporation.

2.02 Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, which shall include payments towards any separate fund or funds, as may be provided for by the By-laws of the Corporation, and the assessment and collection of contributions towards the common expenses may be regulated by the Board of Directors of the Corporation pursuant to the By-Laws of the Corporation.

III COMMON ELEMENTS

3.01 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws, including the Common Element Rules and any other rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

3.02 Limited Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and the rules and regulations passed pursuant thereto;

(a) each owner is entitled to the exclusive use and possession of the inner surface of the glass windows to which his unit has sole access and the interior side of the exterior doors which provide the means of ingress to and egress from his unit;

(b) each owner is entitled to the exclusive use and possession of the balcony, to which his unit has sole access;

(c) each of the owners of Units 1, 2, 3, 4, 5, 7, 8 and 9, Level 1 are entitled to the exclusive use and possession of the patio area designated "1-1-P, 2-1-P, 3-1-P, 4-1-P, 5-1-P, 7-1-P, 8-1-P and 9-1-P" respectively, as shown on the plan included in the description to which his unit has direct access.

IV UNITS

4.01 Occupation and Use

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

(a) each unit shall be occupied and used only as a residence for single family housing and for no other purpose;

(b) nothing shall be done, or permitted to be done or brought into, or kept in a unit which will in any way increase the rate of fire insurance on the property or any part thereof, or on the property or any part thereof, or on chattels kept within any unit;

(c) no unit shall be occupied or used by any one in such a manner as to result in the cancellation of any policy of insurance referred to in this Declaration;

(d) the owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this Declaration, the By-laws and the Common Elements Rules;

(e) prior to making any alterations or repairs to his unit, the Owner shall submit his plans to the Board of Directors of the Corporation in accordance with the By-laws for approval; and the Board shall approve the plans unless the proposed alterations or repairs or the manner of carrying them out are likely to damage or impair the value of any other unit or the Common Elements;

(g) nothing herein contained shall prevent and no By-law or house rule shall be made to prevent the Declarant until all of the units have been sold for the first time by it from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sales purposes, and otherwise marketing units and maintaining marketing and/or construction offices, displays 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.

4.02 Restrictions on Leasing

No Owner shall lease his unit unless he causes the tenant to deliver to the Corporation an undertaking signed by the tenant under seal, to the following effect:

"I <>, undertake that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the By-laws, including Common Element Rules, and all other rules and directions of the Condominium Corporation during the term of my tenancy".

Any Owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

V BY-LAWS

5.01 The Corporation may, by a vote of members who own 66 2/3 percent of the Common Elements, make By-laws,

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the Common elements and other units;
- (c) governing the use of the Common Elements;
- (d) regulating the maintenance of the units and Common Elements;
- (e) governing the use and management of the assets of the Corporation;
- (f) respecting the Board of Directors of the Corporation;

- (g) specifying duties of the Corporation;
- (h) regulating the assessment and collection of contributions towards the Common Expenses;
- (i) respecting the conduct generally of the affairs of the Corporation.

VI MODIFICATIONS OF COMMON ELEMENTS AND ASSETS

6.01 For the purpose of Section 20 of the Act, the determination whether any addition, alteration or improvement to or renovation of the Common Elements or any change in the assets of the Corporation is "substantial" shall be made by an affirmative vote of the members who own sixty six and two thirds (66 2/3%) of the Common Elements.

VII MAINTENANCE AND REPAIRS

7.01 Maintenance and Repairs of units of the Owner.

(a) each Owner shall maintain his unit, and, subject to the provisions of this Declaration, each Owner shall repair his unit after damage, all at his own expense. The obligation of each Owner to repair his unit after damage, includes the repair of all improvements made to his unit by the declarant in accordance with the architectural plans and specifications of the Declarant, notwithstanding that some of such improvements may have been made after acceptance for registration of this Declaration and the Description so that his unit is restored to a state of repair at least equivalent to that at the time his 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 and repair his 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 or policies of insurance held by the Corporation;

(c) the Corporation shall make any repairs that an Owner is obligated to make and which are not made within a reasonable 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 charge by the

Corporation's bankers from time to time) as the Board of Directors of the Corporation may decide upon. the Corporation may collect all such sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution 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 toward the Common Expenses and recoverable as such.

7.02 Repairs of Common Elements by the Corporation

The Corporation shall repair the Common Elements after damage, which includes repair to all exterior doors which provide the means of ingress to and egress from a unit and to all interior glass windows all at its own expense.

7.03 Maintenance of the Common Elements

The Corporation shall maintain the common elements, save and except for any improvements made by an Owner to the limited common elements appurtenant to his unit, the inner surface of the exterior glass windows to which a unit has sole access, the interior side of the exterior doors which provide the means of ingress to or egress from a unit, which exclude portions of the Common Elements shall be maintained by the Owner having the exclusive use and possession thereof pursuant to this Declaration; the maintenance by the Owner of such excluded portions of the Common Elements shall be in accordance with any directions and specifications set by the Board of Directors of the Corporation.

7.04 Additions, Alterations or Improvements by Owners

No Owner shall make any structural change in or to his unit or any change to an installation upon the Common Elements, or maintain, decorate or repair any part of the Common elements (except for the maintenance of such portions of the Common Elements which the Owner having the exclusive use and possession thereof is obligated to maintain pursuant to Clause 7.03 of this Section VII) without the prior consent in writing of the Board.

VII DAMAGE

8.01 Procedure Where Damage Occurs

Where there has been a determination that there has been substantial damage to the extent that the cost of repairs would be twenty-five percent (25%) of the value of the buildings 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 termination of the Condominium.

8.02 Repair after Damage

- (a) In the event that Owners who own eighty percent (80%) of the Common Elements vote for repair, the Corporation shall repair the units and common elements in accordance with the architectural plans and specifications contained in the Description, 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 of such improvements may have been made after acceptance for registration of this Declaration and the Description, but does not include the repair or any improvements made to the Unit by the Declarant for the Owner thereof, which were not included in the architectural plans and specifications of the Declarant; and
 - (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 unit after damage in respect of all risks which are not insured or insurable under any available policy or policies of insurance.
- (b) In the event that the Board of Directors shall determine that there has not been substantial damages to the extent that the cost of repairs would be twenty-five percent (25%) of the value of the buildings immediately prior to the occurrence, then the Corporation and such Owners whose units have been damaged shall repair in accordance with the provisions of Clauses 7.01 and 7.02 of this Declaration.

8.03 Plans and Specifications

A complete set of all original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or

to any Unit with the prior consent in writing of the Board of Directors, shall be maintained in the office of the Corporation at all times for the use of the Corporation in rebuilding or repairing any damage to the building, and for the use of any Owner.

IX INSURANCE

9.01 By the Corporation

(1) The Corporation shall be required to obtain and maintain, to the extent obtainable, the following insurance, in one or more policies:

(a) insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable insuring:

(i) the property, excluding the units;

(ii) personal property owned by the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property without deduction for depreciation, which policy may be subject to a loss deductible clause; and

(b) insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable insuring the units including all improvements made to the units by the Declarant in accordance with its architectural plans and specifications notwithstanding that some of such improvements may have been made after acceptance for registration of the Declaration and the Description, but excluding any improvements made by the Owners thereof, in an amount equal to the full replacement costs of such units without deduction for depreciation; and

(c) public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board of Directors, but in no event for less than One Million Dollars (\$1,000,000.00) and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests of any owner or occupant of a unit; and

(d) boiler and machinery insurance to the extent required as the Board of Directors may from time to time deem advisable.

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

(i) that loss shall be payable to the Insurance Trustee; provided that where the amount receivable from an Insurer for any loss arising out of any one occurrence does not exceed Five Thousand Dollars (\$5,000.00) loss shall be payable to the Corporation and not to the Insurance Trustee;

(ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners and any member of the household of any owner or occupant of a unit, except for arson and fraud;

(iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interest appear thereon, and to the insurance trustee;

(iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission of any insured;

(v) all policies of insurance (insuring the liability of the Condominium Corporation) shall provide that the same shall be primary insurance in respect of any other insurance carried by the unit owner.

(vi) a waiver of the insurer's and/or insurers' option to repair, rebuild, or replace, in the event that after damage the government of the property by the Act is terminated pursuant to Clause 8.01 hereof.

9.02 General Provisions

(a) Prior to obtaining any policy or policies of insurance under Clause 9.01 of this section IX, or any renewal or renewals thereof, or at such time as the Board of Directors may deem advisable, the Board of Directors shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose

of determining the amount of insurance to be effected pursuant to Clause 9.01 of this Section IX and the cost of such appraisal shall be a common expense.

- (b) The Corporation, its Board of Directors and its Officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle all claims with respect to all insurance placed by the Corporation, and to give such releases as required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; Provided, however, that the Board of Directors may, in writing, authorize an owner to adjust any loss to his unit with an insurer.
- (c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provisions giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this Declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) A certificate of all insurance policies and endorsements thereto, shall be issued as soon as possible to each owner and mortgagee; each mortgagee shall be supplied with a duplicate original or certified copy of the policy and endorsements thereto; renewal certificates or certified copies of new insurance policies shall be furnished to each owner and mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.
- (f) Where the Corporation, instead of the Insurance Trustee, receives any proceeds of insurance pursuant to subparagraph (i) of paragraph (2) of Clause 9.01 of this Section IX, the proportion of such proceeds attributable

to any damage to any unit or units shall be held in trust for the Owner or Owners of such unit or units and, at the discretion of the Board of Directors, may be applied by the Corporation to the repair of such unit or units or may be paid to such owner or owners subject at all times to the interest if any, of the mortgagee.

- (g) Where any insurance proceeds have been paid to an Owner for the purpose of effecting repairs to his unit, then such Owner shall effect such repairs within such further period of time as the Board of Directors of the Corporation may permit, and he shall furnish the Corporation with evidence that such repairs have been completed in accordance with Section VII of this Declaration.

9.03 By the Owner

- (a) Each unit owner may obtain and maintain his own insurance on any additions or improvements made by the Owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained in his unit and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for the loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servant, and against the other owners and any members of their household or any owner or occupant of another unit, except for arson and fraud.
- (b) Each owner may obtain and maintain his own public liability insurance covering any liability of the owner with regard to the property and his unit pursuant to this Declaration to the extent not covered by any public liability and property damage insurance obtained by the Corporation.

X INSURANCE PROCEEDS

10.01 Insurance Trustee

The Board of Directors on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company authorized to carry on business in Nova Scotia and having a capital surplus and undivided profits of at least One Million Dollars (\$1,000,000.00) or shall be a

Chartered Bank which agreement shall, without limiting its generality provide the following:

- (a) the receipt by the insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed Five Thousand Dollars (\$5,000.00);
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the insurance Trust Agreement.

In the event that the Board of Directors is unable to enter into such agreement with such Trust Company, or such Charter Bank, by reason of their refusal to act, the Board of Directors may enter into such Agreement with such other corporation authorized to act as a Trustee, as in its discretion the Board of Directors may deem advisable.

The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

10.02 In the event that:

- (a) the Corporation is obliged to repair any unit insured under sub-paragraph (b) of paragraph 1 of Clause 9.01 of Section IX hereof, in accordance with the provisions of Section VII hereof, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse the same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provision of Section VIII hereof and there is termination in accordance with the provisions of Section 23 of the Act, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation;
- (c) the Board of Directors in accordance with the provisions of sub-section (1) of Section 23 of the Act determines that there has not been substantial damage to the extent that the cost of repairs would be 25 percent of the value of building immediately prior to the occurrence, the Insurance Trustee shall hold all proceeds

for the Corporation and the owners whose units have been damaged, and shall disburse such proceeds for the benefit of the Corporation and the Owners whose units have been damaged, as their respective interests may appear in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the respective obligations to make repairs pursuant to the provisions of Section VII of this Declaration.

Notwithstanding anything to the contrary herein contained any proceeds payable by an Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this Clause 10.02 of Section X hereof shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

XI INDEMNIFICATION

11.01 Each owner shall indemnify and save harmless the Corporation from and against any loss, cost, 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 family or any member thereof, any other occupants of his unit or any guests, invitees or licensees of such owner or occupant to or with respect to the Common Elements and for all other units, except for any loss, cost, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

Any sums of money to be paid by an owner to the Corporation pursuant to this Clause 11.01 section XI 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 of Directors 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 Clause 11.01 are deemed to be additional contributions towards the common expenses and recoverable as such.

11.02 The Corporation shall indemnify and save harmless the Owner of each unit from and against any loss, cost, damages, injury or liability whatsoever which may be suffered or incurred by each Owner, his family or any member thereof, any other occupants of his unit or any guests, invitees or licensees of

such owner or occupants, resulting from or caused by the negligence or wrongful act or omission of the Corporation, its manager, agents, servants, employees or independent contractors or for damage done to the unit substantially resulting from the repair or maintenance by the Corporation of the Common Elements, provided that, notwithstanding anything hereinbefore contained, each owner agrees to look solely to the proceeds received from the Insurer or Insurers of the public liability and property damage insurance of the Corporation in the event of such loss, cost, damage, injury or liability.

XII TERMINATION

12.01 Management after Termination

In the event that sale of the property or any part of the Common Elements or termination of the government of the property by the Act is authorized, then the Board of Directors of the Corporation may authorize any procedures, rules and regulations and any other matters deemed necessary to complete such sale or termination and to manage the property pending such completion.

XIII EXPROPRIATION

13.01 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 of Directors of the Corporation, whether or not proceedings are necessary. The compensation received from the expropriating authority, less expenses involved, if any, in obtaining said compensation, shall be distributed among the owners in proportion to their respective interests in the common elements.

Notwithstanding to the above provisions in the Clause 13.01, the rights of each owner shall be separate to negotiate and settle his personal compensation for additions, alterations or improvements made by the owner to his unit after the acceptance for registration of this Declaration, the cost of moving and other similar items personal to each other.

13.02 Part of Common Elements Only Taken

If no units are taken by the expropriation and the expropriation includes only part of the Common Elements, then compensation shall be negotiated and settled by the Board of Directors of the Corporation whether or not proceedings are necessary. The Board of Directors may deal with the

compensation in any one or more of the following ways:

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

13.03 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 unit and interest in the Common Elements. The compensation for any damage suffered by the remaining owners whose units are not expropriated shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary; and the compensation so received from the expropriation authority, less expenses involved, if any, in obtaining said 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 Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct using the funds received for such reconstruction.

13.04 Reconstitution of Scheme of Condominium after Reconstruction

In the event of reconstruction as provided in Clause 8.02 of section VIII hereof, all of the owners and other persons having an interest in or encumbrance against any part of the

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) Payment for shares of assets of the Corporation:

any owner 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. Said assets are to be valued at book value, and in this respect any asset shall be deemed to have a book value of cost less the minimum allowable depreciation that would be allowed on such asset under the Income Tax Act (Canada) then in force.

(b) Determination of value of remaining portion:

the value of the portions 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, and 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 Clause 13.04.

(c) Reduction of interest in Common Elements:

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.

(d) Remaining Interest Expanded:

the remaining interest 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.

XIV GENERAL MATTERS AND ADMINISTRATION14.01 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 of Directors of the Corporation, 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 inspections, adjusting losses, 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 an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements 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 of supervision of any unit except as specifically provided in this Declaration or the By-laws.

14.02 Units Subject to Declaration, By-laws, Common Element Rules and Rules and Regulations

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, the By-laws, including the Common Element Rules, and any other rules and regulations. The acceptance of a deed or transfer or the entering into a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-laws, including the Common Element Rules, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupation agreement.

14.03 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of 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, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

14.04 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws, including the Common Element Rules, or any other rules and regulations of the Corporation irrespective of the number of violations or breaches with may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provisions.

14.05 Resolution of Conflict of Provisions

In the event of a conflict between the provisions of the Act, this Declaration or the By-laws including the Common Element Rules, the provisions of this Declaration shall govern; subject to the Act and this Declaration, the provisions of the By-laws shall govern; the provisions of the Common Element Rules shall only be valid so long as they are not in conflict with anything in the Act, this Declaration or those portions of the By-laws excluding the Common Element Rules.

14.06 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 same to the party to be served or to any officer or the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation c/o its recognized agent, to each owner at his respective unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified his interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

14.07 Construction of Declaration

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

14.08 Headings

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

14.09 Effective Date

This Declaration shall take effect upon acceptance for registration.

J.R. [Signature] DATED at Dartmouth, in the County of Halifax, Province of Nova Scotia, this *00th* day of *September*, 1985.

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

Executed in the presence of:

QUAD-RAM DEVELOPMENT GROUP LIMITED

[Signature]

PER: *[Signature]*
PER: *[Signature]*

CONDOMINIUM ACT
Accepted for Registration this *11th* day
of *November*, A.D., 198*5*, at the hour
of *3.30* *PM*
[Signature]
(Deputy) Registrar of
Condominiums

SCHEDULE "A"

59

LOT A-9A-A

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 92

COLE HARBOUR, HALIFAX COUNTY, NOVA SCOTIA

ALL that certain lot of land on the eastern side of Cumberland Drive and the northern side of Colby Drive in the district of Cole Harbour, County of Halifax, Province of Nova Scotia being Lot A-9A-A on a plan (Servant, Dunbrack, McKenzie & MacDonald Limited Plan Number 71-43-0) showing Lot A-9A-A and Boundaries of Units 1 to 9 incl. and Extent and Location of Exclusive Use Portions of the Common Elements Level - 1, "Colby Place" surveyed for Quad-Ram Development Group Limited signed by Roy A. Dunbrack, N.S.L.S. dated September 17th, 1985 and described as follows:

BEGINNING on the northern street line of Colby Drive where it is intersected by a northwestern boundary of Lot A-9B-B;

THENCE N 23° 36' 35" E, 152.34 feet along said northwestern boundary of Lot A-9B-B to an angle therein;

THENCE N 65° 25' 52" E, 130.09 feet along a northwestern boundary of Lot A-9B-B to an angle therein;

THENCE S 68° 45' 00" E, 24.63 feet along a northern boundary of Lot A-9B-B to an angle therein;

THENCE N 21° 15' 00" E, 108.00 feet along a western boundary of Lot A-9B-B to an angle therein;

THENCE S 68° 45' 00" E, 24.00 feet along a northern boundary of Lot A-9B-B to an angle therein;

THENCE N 69° 15' 40" E, 33.63 feet along a northern boundary of Lot A-9B-B to an angle therein;

THENCE N 61° 03' 20" E, 31.24 feet along a northwestern boundary of Lot A-9B-B to its intersection with the southern boundary of Lot A-7 said point being distant 1,314.35 feet on a bearing of S 45° 17' 36" E from Nova Scotia Coordinate Monument Number 22144;

THENCE N 68° 45' 00" W, 284.60 feet along said southern boundary of Lot A-7 to its intersection with the eastern street line of Cumberland Drive;

THENCE S 19° 00' 20" W, 381.08 feet along said eastern street line of Cumberland Drive to a point of curvature;

THENCE southerly on a curve to the left which has a radius of 20.00 feet for a distance of 30.63 feet to a point of curvature on the aforesaid northern street line of Colby Drive;

THENCE S 68° 45' 00" E, 59.13 feet along said northern street line of Colby Drive to the place of beginning.

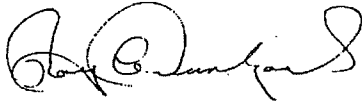
CONTAINING 60,712 square feet (1.394 acres)

ALL Bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64° 30' West.

Lot A-9A-A continued

SUBJECT to rights of the owners from time to time of Lot A-9B-B for the purpose of laying and constructing driveways, parking areas, storm sewers, sanitary sewers, water pipes, electrical and telephone wires, cable television and future similar services reasonably necessary for the enjoyment of Lot A-9B-B and of keeping and maintaining the same at all times in good condition and repair and for such purposes the owners from time to time of Lot A-9B-B shall have access to all such services at all times by its tenants, servants, employees and workmen both with and without vehicles.

TOGETHER with rights over Lot A-9B-B for the purpose of laying and constructing driveways, parking areas, storm sewers, sanitary sewers, water pipes, electrical and telephone wires, cable television and future similar services reasonably necessary for the enjoyment of Lot A-9A-A and of keeping and maintaining the same at all times in good condition and repair and for such purposes the owners from time to time of Lot A-9A-A shall have access to all such services at all times by its tenants, servants, employees and workmen both with and without vehicles.



Roy A. Dunbrack, N.S.L.S.
Halifax, Nova Scotia.
September 17th, 1985

SCHEDULE "B"

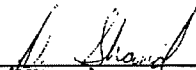
CONSENT OF ENCUMBRANCERS

(Halifax Condominium Corporation No. 92)

The undersigned, being a registered encumbrancer against the lands described in Schedule "A" hereto, consents to the registration of this Declaration.

DATED at Halifax, Nova Scotia, this 19th day of September A.D. 1985.

MORGUARD TRUST COMPANY



(Witness)

per 

SCHEDULE "B"

CONSENT OF ENCUMBRANCER

The undersigned, being the holder of certain easements over the lands described in Schedule "A" hereto, consents to the registration of this Declaration.

QUAD-RAM DEVELOPMENT
GROUP LIMITED

per

A handwritten signature in black ink, appearing to be 'J. P. ...', written over a horizontal line.

SCHEDULE "C"

HAUPPAK COUNTY CONDOMINIUM CORPORATION NO. 92)

LEVEL NO.	UNIT NO.	PROPORTION OF COMMON INTEREST (%)	PROPORTIONS OF CONTRIBUTIONS TO COMMON EXPENSES (%)	PROPORTIONS OF VOTING RIGHTS (%)
1 (Ground Floor Level)	1	2.67334	2.67334	2.67334
	2	2.50746	2.50746	2.50746
	3	2.50214	2.50214	2.50214
	4	2.50214	2.50214	2.50214
	5	2.69398	2.69398	2.69398
	6	2.48081	2.48081	2.48081
	7	2.50214	2.50214	2.50214
	8	2.51012	2.51012	2.51012
	9	2.55009	2.55009	2.55009
	10	2.69666	2.69666	2.69666
2 (2nd Floor Level)	1	2.69666	2.69666	2.69666
	2	2.52078	2.52078	2.52078
	3	2.52078	2.52078	2.52078
	4	2.72862	2.72862	2.72862
	5	2.53878	2.53878	2.53878
	6	2.52878	2.52878	2.52878
	7	2.52878	2.52878	2.52878
	8	2.52878	2.52878	2.52878
	9	2.56875	2.56875	2.56875
	10	2.54744	2.54744	2.54744

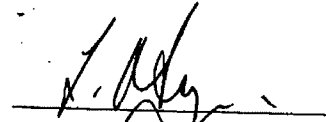
SCHEDULE 'C'

(HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 92)

LEVEL NO.	UNIT NO.	PROPORTION OF COMMON INTEREST (%)	PROPORTIONS OF CONTRIBUTIONS TO COMMON EXPENSES (%)	PROPORTIONS OF VOTING RIGHTS (%)
³ (3rd Floor Level)	1	2.69866	2.69866	2.69866
	2	2.53078	2.53078	2.53078
	3	2.92078	2.92078	2.92078
	4	2.53078	2.53078	2.53078
	5	2.72862	2.72862	2.72862
	6	2.52878	2.52878	2.52878
	7	2.52878	2.52878	2.52878
	8	2.52878	2.52878	2.52878
	9	2.56875	2.56875	2.56875
	10	2.54744	2.54744	2.54744
⁴ (4th Floor Level)	1	2.69866	2.69866	2.69866
	2	2.52078	2.52078	2.52078
	3	2.52078	2.52078	2.52078
	4	2.52078	2.52078	2.52078
	5	2.73395	2.73395	2.73395
	6	2.52878	2.52878	2.52878
	7	2.52878	2.52878	2.52878
	8	2.52878	2.52878	2.52878
	9	2.56875	2.56875	2.56875
	10	2.54744	2.54744	2.54744

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

I CERTIFY that on this 20th day of SEPTEMBER, A.D. 1985,
QUAD-RAM DEVELOPMENT GROUP LIMITED, one of the parties
mentioned in the foregoing and annexed Indenture, signed and executed
these presents in my presence and I have signed as a witness to such
execution.


A Barrister of the Supreme
Court of Nova Scotia

THOMAS O. SYNE
A Barrister of the Supreme
Court of Nova Scotia

2

770

13153

CONDOMINIUM ACT

FORM 15.

BY LAWS

FORM 15.

To the Registrar of Condominiums:

Halifax County Condominium Corporation No 92 .
hereby certifies that the attached by-law(s) was (were) made by
the members of this Corporation at a meeting held on the 22nd .
day of February . . 1996 for that purpose. Members
owning 66 2/3 per cent (or, being the percentage
mentioned in the declaration) of the common elements voted in
favour thereof.

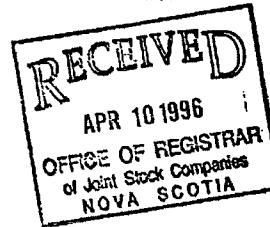
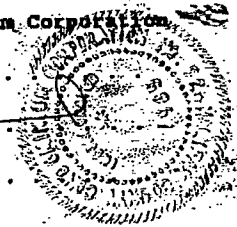
The Corporation further certifies that the by-law(s) was
(were) in all respects made in accordance with this ACT, the
declaration and the by-laws of the Corporation.

WITNESS the seal of the Corporation duly affixed by the
authorized officers of the Corporation this 22nd day of .
Feb. . . 19 96 . . .

I hereby certify that the within
instrument was recorded in the
Registry of Deeds Office at
Halifax in the County of Halifax,
N.S. at 3:31 o'clock P.M.,
on the 11 day of April A.D.,
1996 in Book No. C.R. 17
at Pages 770-794
as Document # 13153

Jean Dujari
Deputy Registrar of Deeds for the
Registration District of Halifax Co.
Province of Nova Scotia

Halifax Co. Condominium Corporation
No 92
By *[Signature]*
By *[Signature]*



H.C.C.C. NO. 92

ACCEPTED FOR REGISTRATION

THIS 3rd DAY OF April

A.D. 1996 AT THE HOUR OF

3:30 A.M. P.M.

Comm M. Munn
REGISTRAR OF CONDOMINIUMS (Deputy)

COLBY PLACE

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BY-LAW NO. 1



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BY-LAW NUMBER 1

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO.
ON THE 22nd DAY OF February, 1996.

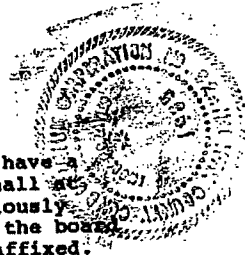
BE IT ENACTED as By-law Number 1 of Halifax County
Condominium Corporation No. 92 (the "Corporation") as follows:

ARTICLE IDEFINITIONS

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

1. ACT means the Condominium Act, Statutes 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 Dr., 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 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 mortgages entitled to notice of such meeting 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 upon 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 be 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 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 hand 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 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 MORTGAGEE. 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 prepaid 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 changes 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 one 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 hold 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 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 hold 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 members and 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 or 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.

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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 VIITHE 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 accounts 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 the 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 reasonably 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 VII

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 XASSESSMENT 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) day prior to the commencement of each 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, there 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.

2. 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.

3. 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.

4. 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 enure to the purchaser of the unit with whom the owner will make any necessary adjustments.

5. 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 post-dated 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.

6. 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 basis of such revised budget.

7. MONEYS ON DEPOSIT. All moneys 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.

8. 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.

9. STATEMENT OF ACCOUNT. Within ten (10) days following written application therefore 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.

10. 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 an owner or a mortgagee (if authorized hereunder) or any person authorized in writing by either of them.

11. 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 estopped certificate or not.

13. DEFAULT IN PAYMENT OF 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 any 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 relating 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 and 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, flower pots, or other articles be hung or placed on the window sills, 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 of 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 of 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 XIVPROVISIONS 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 thereafter 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 XIVMISCELLANEOUS

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 1976.

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 from 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 flower beds 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.

(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 COUNTY CONDOMINIUM CORPORATION NO. 92

PER: _____

Lynda Mackay
(Secretary)

3

726

HALIFAX COUNTY REGISTRY OF DEEDS		
I certify that this document was registered as shown here.		
Gillian Shute Registrar		
33233 CR19 126-727		
Document #	Book	Pages
AUG 6 2002		2:11
MM DD YYYY		Time

FORM 15 - CORPORATION BY-LAWS
Condominium Act

To the Registrar of Condominiums:

Condominium Corporation No. 92 hereby certifies that the attached by-law was made by the members of this Corporation at a meeting held on the 24th day of April, 2002 for that purpose. Members owning 60 percent of the common elements voted in favor thereof.

The Corporation further certifies that the by-law was in all respects made in accordance with this Act, the declaration and the by-laws of the Corporation.

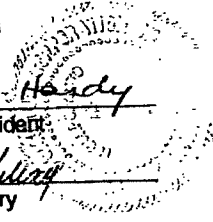
WITNESS the seal of the Corporation duly affixed by the authorized officers of the Corporation this 6th day of May, 2002.

Halifax Condominium
Corporation No. 92

By Leslie K. Hardy
Leslie K. Hardy, President

By Rita A. Whiting
Rita Whiting, Secretary

H.C.C. NO. 92
ACCEPTED FOR REGISTRATION
THIS 19 DAY OF July
A.D. 2002
[Signature]
DEPUTY REGISTRAR OF CONDOMINIUMS



BYLAW AMENDMENT FOR HCCC # 92

727

MOTION APPROVED BY MEMBERSHIP : Change the wording of the fifth line of Article X, Number 11, Estoppel Certificate from:

"by two officers of the Corporation and all other owners and it ..."

to:

"by two officers of the Corporation. All other owners and it..."

The changed section would read:

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. 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 estopped certificate or not.

4

Form 28

Purpose: to record certain types of non-enabling documents in a parcel register

For Office Use

Registration district: HALIFAX COUNTY

Submitter's user number:

Submitter's name: ERNEST F. ALWARD

The attached plan/document relates to the following parcels registered under the Land Registration Act

PID	41259946
PID	

(Expand box for additional PIDs.)

Municipal file number or land registration file number (insert file number used when PIDs were originally assigned during pre-approval):

This form is submitted to record the following non-enabling instrument in the above-noted parcel register(s) (select one):

- plan
- boundary line agreement
- instrument of subdivision
- statutory declaration regarding de facto consolidation
- condominium declaration
- initial condominium bylaws
- condominium plan
- repeal of subdivision
- termination of condominium
- other (specify) AMENDMENT TO DECLARATION HCC92

And in the matter of registered owner (insert name):

Note: An amending Parcel Description Certification Application may be required.

Dated at DORSET, in the County of HALIFAX, Province of Nova Scotia, JULY 19TH, 2013.

Signature of applicant/municipal official/owner/agent

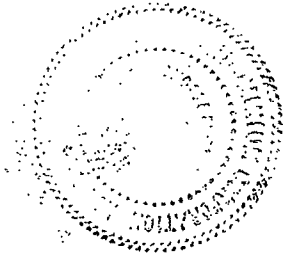
Name: ERNEST F ALWARD

Address: 107-64 CUMBERLAND P. Dorset

Phone: 902-434-9224

E-mail: alward@accessways.ca

Fax: -



HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kim Mackay, Registrar

103537024 Document #

LR# ROD#

AUG 02 2013
MM DD YYYY

14:54
Time

May 4, 2009

**CONFIRMATION OF VOTE FOR
DECLARATION AMENDMENT**

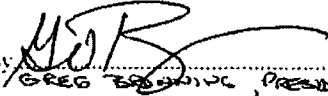
To the Registrar of Condominiums:

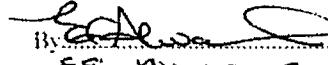
HALIFAX.....County Condominium Corporation No. 92..... hereby certifies that the attached amendment to the declaration of the Corporation was made by the members of the Corporation at a meeting held on the 11th day of JULY.....2013.. for that purpose. Members owning 80% of the common elements voted in favour thereof.

The corporation further certifies that the amendment to the declaration was in all respects made in accordance with the Condominium Act, the declaration and the bylaws of the Corporation.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation this 9th day of JULY.....2013..

HALIFAX.....Condominium Corporation No. 92.....

By 
GREG BOWRING, PRESIDENT

By 
EF ALWARD, TREASURER

**Accepted for
Registration**

JUL 31 2013


Registrar of Condominiums

AMENDMENT to HCCC # 92
DECLARATION

Amendment to repeal existing article 7.01 (a) (b) & (c) and replace with the following:

(9) The relevant portions of the Condominium Declaration are as follows:

- 7.01 (a) each owner shall maintain their unit, and, as subject to the provisions of this Declaration, each owner shall take immediate steps to repair their unit after damage, all at their own expense. The obligation of each owner to repair their unit after damage, includes the repair of all improvements made to their unit by the declarant in accordance with the architectural plans and specifications of the declarant, notwithstanding that some improvements may have been made after acceptance for registration of this declaration, the state of repairs must be at least equivalent to that at the time their unit was originally completed for sale by the declarant;
- (b) further, each owner shall be held absolutely liable for any and all damages to any other unit and or common elements of the Corporation, which occur as a result of the failure of a hot water heater or any other appliance including overflow of sinks and toilets..
- (c) additionally, the Corporation shall make any repairs that an owner is obligated to carry out of which are not addressed within a reasonable and timely manner as determined by the Board of Directors of the Corporation; and in such an event the owner shall be deemed to have consented to have such repairs made by the Corporation and such owner shall fully reimburse the Corporation for the costs of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs for such repairs and all sums of money shall bear interest at such rate (not exceeding 2% above the prime rate charged by the Corporations bankers.)

Board of Directors

Signature: [Handwritten Signature]

Position: PRESIDENT

Signature: [Handwritten Signature]

Position: TREASURER



5

Form 28

Purpose: to record certain types of non-enabling documents in a parcel register

For Office Use

Registration district: Halifax County

Submitter's user number: _____

Submitter's name: _____

The attached plan/document relates to the following parcels registered under the *Land Registration Act*

PID	41259946
PID	

(Expand box for additional PIDs.)

Municipal file number or land registration file number (insert file number used when PIDs were originally assigned during pre-approval): _____

This form is submitted to record the following non-enabling instrument in the above-noted parcel register(s) (select one):

- plan
- boundary line agreement
- instrument of subdivision
- statutory declaration regarding de facto consolidation
- condominium declaration
- initial condominium bylaws
- condominium plan
- repeal of subdivision
- termination of condominium
- other (specify) DECLARATION AMENDMENT

And in the matter of registered owner (insert name) Halifax County Condominium Corp No 92

Note: An amending Parcel Description Certification Application may be required.

Dated at Dartmouth, in the County of Halifax, Province of Nova

Scotia, April 10, 2023

Steve Cooper

Signature of applicant/municipal official/owner/agent

Name: Steve Cooper

Address: PO Box 21051, RPO Cole Harbour, Dartmouth, NS B2W 6B2

Phone: 902-877-7733

E-mail: condohccc92@gmail.com

Fax: N/A



HALIFAX COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded as shown here.
 Kim MacKay, Registrar
122366991 LR ROD
 Document#
04 28 2023 14:57 JB
 MM DD YYYY Time

CONFIRMATION OF VOTE FOR DECLARATION AMENDMENT

To the Registrar of Condominiums:

Halifax County Condominium Corporation No. 92 hereby certifies that the attached amendment to the declaration of the Corporation was made by the members of the Corporation by voting forms commencing February 1, 2023 for that purpose. Members owning 80% of the common elements voted in favour thereof.

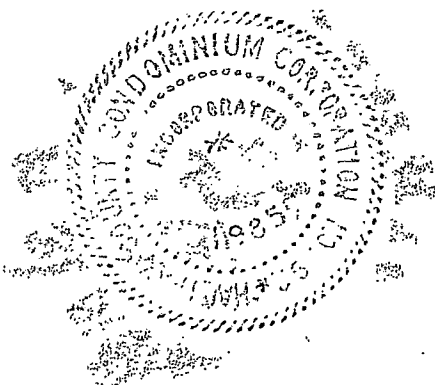
The Corporation further certifies that the amendment to the declaration was in all respects made in accordance with the Condominium Act, the declaration, and the by-laws of the Corporation.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation this 10th day of April, 2023.

Halifax County Condominium Corporation No. 92

By Steve Cooper
Steve Cooper, President

By David Crowell
David Crowell, Treasurer



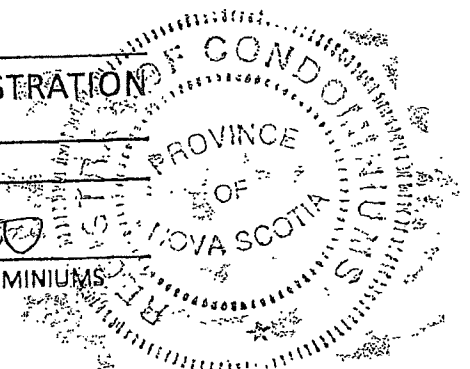
H C.C.C. NO. 92

ACCEPTED FOR REGISTRATION

THIS 26 DAY OF April

A.D. 2023

Eileen Bartlett
DEPUTY REGISTRAR OF CONDOMINIUMS



AMENDMENT TO DECLARATION

Made Pursuant To The Condominium Act
Statutes of Nova Scotia, 1989, Chapter 85, as amended for
Halifax County Condominium Corporation No. 92

WHEREAS Halifax County Condominium Corporation No. 92 wishes to amend its Declaration;

AND WHEREAS owners owing at least eighty percent (80%) of the common elements voted in favour of this Amendment;

NOW THEREFORE Halifax County Condominium Corporation No. 92 hereby declares as follows:

1. To add a new Article 4.03 immediately following Article 4.02 as follows:

4.03 Smoke-Free Condominium Corporation

Each residential unit owner, tenant, and guest acknowledge that as part of HCCC #92, all residential units, exclusive use common elements (patios and balconies), and all areas of common grounds shall be a smoke-free Condominium Corporation.

Smoking, defined as the inhaling, exhaling, or burning of any cigarettes, e-cigarettes, cigars, pipes, tobacco in any form, cannabis in any form, and any controlled plant, drug, or substance, shall be strictly prohibited.

The only exemption to this section is a provision for current owners and/or tenants who declare themselves a tobacco smoker as of the date of this Declaration amendment. This exemption is only with respect to the smoking of tobacco and only within their residential unit. This exemption shall expire on the date that the owner or tenant ceases smoking tobacco or ceases to occupy their residential unit. Future owners and/or tenants shall be made aware and acknowledge that smoking shall be prohibited.

In addition, the growing of recreational and/or medical cannabis in any form in the residential units, exclusive use common elements, and all areas of common grounds of HCCC #92 is also prohibited, with no exemptions.

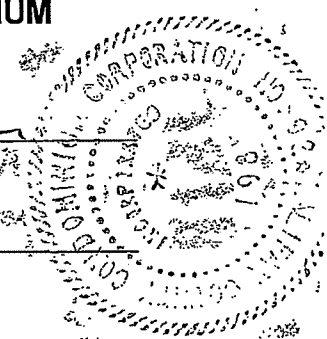
2. This amendment to the Declaration of Halifax County Condominium Corporation No. 92 shall take effect upon acceptance for registration.

DATED at Dartmouth, in the County of Halifax, Province of Nova Scotia, this 10th day of April, 2023.

**HALIFAX COUNTY CONDOMINIUM
CORPORATION NO. 92**

Per: Steve Cooper
Steve Cooper, President

Per: David Crowell
David Crowell, Treasurer



6

Form 28

Purpose: to record certain types of non-enabling documents in a parcel register

For Office Use

Registration district: Halifax County

Submitter's user number: _____

Submitter's name: _____

The attached plan/document relates to the following parcels registered under the *Land Registration Act*

PID	41259946
PID	

(Expand box for additional PIDs.)

Municipal file number or land registration file number *(insert file number used when PIDs were originally assigned during pre-approval):* _____

This form is submitted to record the following non-enabling instrument in the above-noted parcel register(s) *(select one)*:

- plan
- boundary line agreement
- instrument of subdivision
- statutory declaration regarding de facto consolidation
- condominium declaration
- initial condominium bylaws
- condominium plan
- repeal of subdivision
- termination of condominium
- other *(specify)* DECLARATION AMENDMENT

And in the matter of registered owner *(insert name)* Halifax County Condominium Corp No 92

Note: An amending Parcel Description Certification Application may be required.

Dated at Dartmouth, in the County of Halifax, Province of Nova

Scotia, February 22, 2024.

Signature of applicant/municipal official/owner/agent

Name: Steve Cooper

Address: PO Box 21051, RPO Cole Harbour, Dartmouth, NS B2W 6B2

Phone: 902-877-7733

E-mail: condohccc92@gmail.com

Fax: N/A

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.

Registrar

123843865

Document#

LR ROD

03 14 2024
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Time

CONFIRMATION OF VOTE FOR DECLARATION AMENDMENT

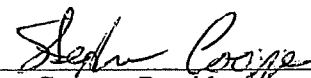
To the Registrar of Condominiums:


Halifax County Condominium Corporation No. 92 hereby certifies that the attached amendment to the declaration of the Corporation was made by the members of the Corporation by voting forms commencing December 6, 2023 for that purpose. Members owning 80% of the common elements voted in favour thereof.

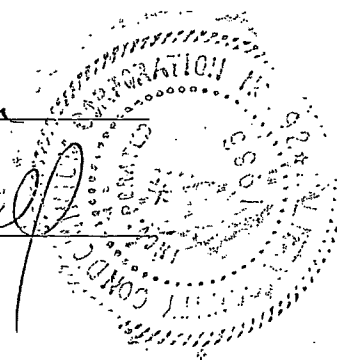
The Corporation further certifies that the amendment to the declaration was in all respects made in accordance with the Condominium Act, the declaration, and the by-laws of the Corporation.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation this 22nd day of February, 2024.

Halifax County Condominium Corporation No. 92

By 
Steve Cooper, President

By 
David Crowell, Treasurer



____ C.C.C. NO. _____
ACCEPTED FOR REGISTRATION
THIS 12 DAY OF March
A.D. 2024


DEPUTY REGISTRAR OF CONDOMINIUMS

AMENDMENT TO DECLARATION

Made Pursuant To The Condominium Act
Statutes of Nova Scotia, 1989, Chapter 85, as amended for
Halifax County Condominium Corporation No. 92

WHEREAS Halifax County Condominium Corporation No. 92 wishes to amend its Declaration;

AND WHEREAS owners owing at least eighty percent (80%) of the common elements voted in favour of this Amendment;

NOW THEREFORE Halifax County Condominium Corporation No. 92 hereby declares as follows:

1. To delete Article 4.02 and replace it with the following:

4.02 Rental of Residential Units and Exclusive Use Common Elements

(a) No Owner shall lease his unit unless he causes the tenant to deliver to the Corporation an undertaking signed by the tenant under seal, to the following effect:

"I <>, undertake that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the By-laws, including Common Element Rules, and all other rules and directions of the Condominium Corporation during the term of my tenancy".

(b) Any Owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant; and

(c) No residential unit shall be rented for a rental period of less than one (1) month.

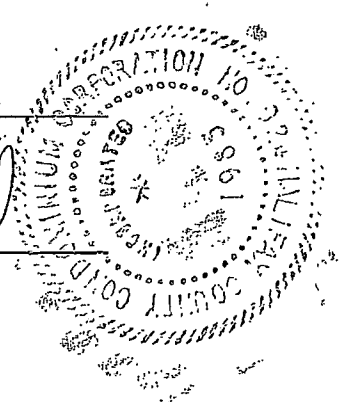
2. This amendment to the Declaration of Halifax County Condominium Corporation No. 92 shall take effect upon acceptance for registration.

DATED at Dartmouth, in the County of Halifax, Province of Nova Scotia, this 22nd day of February, 2024.

**HALIFAX COUNTY CONDOMINIUM
CORPORATION NO. 92**

Per: *Steve Cooper*
Steve Cooper, President

Per: *David Crowell*
David Crowell, Treasurer



7

Form 28

Purpose: to record certain types of non-enabling documents in a parcel register

Registration district: Halifax County

Submitter's user number:

Submitter's name:

The attached plan/document relates to the following parcels registered under the Land Registration Act

PID	41259946
PID	

(Expand box for additional PIDs.)

Municipal file number or land registration file number (insert file number used when PIDs were originally assigned during pre-approval):

This form is submitted to record the following non-enabling instrument in the above-noted parcel register(s) (select one):

- plan
- boundary line agreement
- instrument of subdivision
- statutory declaration regarding de facto consolidation
- condominium declaration
- initial condominium bylaws
- condominium plan
- repeal of subdivision
- termination of condominium
- other (specify) BY-LAW AMENDMENT

And in the matter of registered owner (insert name) Halifax County Condominium Corp No 92

Note: An amending Parcel Description Certification Application may be required.

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia,

February 22, 2024

Signature of applicant/municipal official/owner/agent

Name: Steve Cooper

Address: PO Box 21051, RPO Cole Harbour, Dartmouth, NS, B2W 6B2

Phone: 902-877-7733

E-mail: condohccc92@gmail.com

Fax: N/A

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE certify that this document was registered or recorded as shown here.

Registrar

123843881

Document#

03 14 2024

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Time

Form 15: Certificate of Corporation about Corporation By-laws
(under Section 67 of the *Condominium Regulations*)

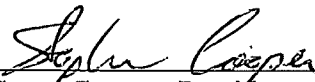
To the Registrar of Condominiums:

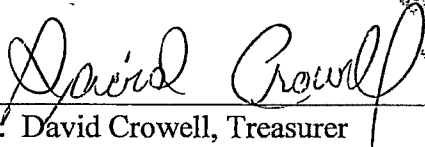
Halifax County Condominium Corporation No. 92 certifies that:

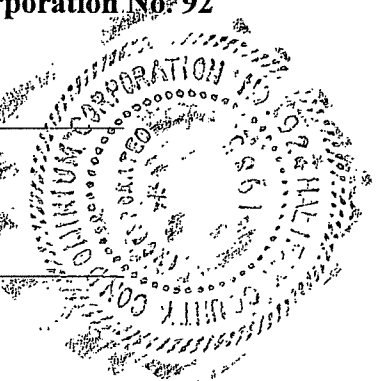
- 1) the attached by-laws were provided to the members of the Corporation via email on December 6, 2023 for the purpose of voting on them;
- 2) members of the Corporation who own at least 60% of the common elements voted in favour of the attached by-laws;
- 3) the attached by-laws were made in accordance with the Act, the declaration and the by-laws of the Corporation.

Witness the seal of the Corporation duly affixed by the authorized officers of the Corporation on February 22, 2024.

Halifax County Condominium Corporation No. 92


By: Steve Cooper, President


By: David Crowell, Treasurer



____ C.C.C. NO. _____

ACCEPTED FOR REGISTRATION

THIS 12 DAY OF March

A.D. 2024


DEPUTY REGISTRAR OF CONDOMINIUMS

AMENDMENT TO BY-LAWS

Made Pursuant To The Condominium Act
Statutes of Nova Scotia, 1989, Chapter 85, as amended for
Halifax County Condominium Corporation No. 92

WHEREAS Halifax County Condominium Corporation No. 92 (the "Corporation") passed By-Law No. 1 on the 22nd day of February, 1996, which By-Law was accepted for registration by the Registrar of Condominiums on the 3rd day of April, 1996, and recorded at the Halifax County Registry of Deeds on the 11th day of April, 1996 as Document No. 13153 (the By-Law);

AND WHEREAS the Corporation wishes, by way of this Amendment, to revise By-Law No. 1, and Schedule "A" to By-Law No. 1 (Rules and Regulations Governing the Use of the Common Elements);

AND WHEREAS owners owing at least sixty percent (60%) of the common elements voted in favour of this Amendment;

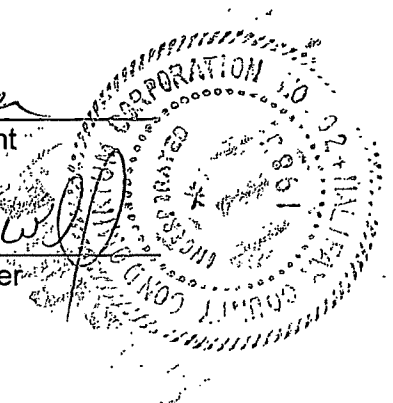
NOW THEREFORE the Corporation hereby declares that the By-Law shall be revised by this By-Law No. 2.

WITNESS the seal of the Corporation duly affixed by the authorized officers of the Corporation on this 22nd day of February, 2024.

**HALIFAX COUNTY CONDOMINIUM
CORPORATION NO. 92**

Per: Steve Cooper
Steve Cooper, President

Per: David Crowell
David Crowell, Treasurer



By-Law No. 2

1. Article XIII, paragraphs (r) and (s) to be added as follows:

Provisions Respecting The Use And Occupation of Units

(r) At no time shall more than two (2) people per bedroom reside in a unit. A request may be made by the Board of Directors, at any time, as to the number and names of all occupants of any unit; and

(s) All occupants shall exercise extreme care at all times about making noise within their unit. An occupant will not permit any unusual noise or disturbance on the premises at any time that will interfere with the enjoyment of other occupants in the building and in particular will refrain from loud playing of radios, all musical instruments, television sets or other sound equipment. Noisy repairs such as carpentry shall normally be carried out on weeks days only, from 8:00 a.m. to 8:00 p.m. If work is required at other times, the Board of Directors must be consulted and their written permission obtained.