

# *Summer Gardens*

Halifax County Condominium Corporation No. 130

## By-Laws

*As adopted February 15, 2005; Approved by Registrar December 20, 2005  
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# Halifax County Condominium Corporation No. 130

## By-Law Number 1

**BE IT ENACTED** as the By-Laws of Halifax County Condominium Corporation No. 130 (the "Corporation") as follows:

Delete in its entirety By-Law No. 1 and any amendments thereto and replace with the following:

### Article I - Definitions

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, 1989, Chapter 85 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. 130, a corporation created under the Act, by the acceptance for registration of the Declaration and the Description.
4. **Declaration** means the Declaration respecting the land submitted for acceptance for registration by the Register 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 at Halifax and all amendments thereto.
5. **Description** means the Description respecting the land filed with the Declaration.
6. **Land** means the freehold land described in the Description.
7. **Members** means the owners from time to time.
8. **Owner** means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.
9. **Regulations** means the regulations made pursuant to the Act and amendments thereto.
- 9A. **“Virtual Meeting Platform”** means an electronic communications system or platform that is reasonably accessible to all members of the Corporation or Board and which permits all participants in a meeting to hear and be heard by all other participants and to vote on business before the meeting by a method that is determined to be reasonably secure and reliable by the Chair of the meeting. *Added 2023-04-15*

10. **Termination** means the termination of the government of the property by the Act and includes termination as a result of damage.

Any other words and phrases which are defined in the Act shall have the same meaning given them by the Act.

## **Article II - The Corporation**

1. **Seal of the 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. The Board shall be responsible for the custody of the corporate seal.
2. **Office.** The office of the Corporation shall be at 1470 Summer Street, Halifax, Nova Scotia, or at such address as the Board may notify its members from time to time.
3. **Fiscal Year.** The Fiscal Year of the Corporation shall end on the 30<sup>th</sup> day of June in each year or on such date as the Board by resolution may determine.
4. **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 shall 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 audited statements 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 corporation, and to maintain such staff as may be required to carry out at 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, the Declaration and the Bylaws of the Corporation;
- (g) to keep the common elements clean and suitably decorated and to maintain the same in appearance, including, without limiting the generality of the foregoing, clipping, edging, mowing and such similar gardening and landscaping services, but specifically excluding, nevertheless, the removal of ice and snow from the limited common elements appurtenant to the units;
- (h) to purchase public utilities for use in the common elements as well as basic T.V., cable, and water for the units;
- (i) to effect compliance by the owners of units with the Act, the Declaration and the By-laws;
- (j) to obtain and maintain fidelity bonds or insurance where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disperse any funds on behalf of the Corporation;
- (k) the Corporation has caused a Reserve Fund Study respecting the Corporation to be completed in the manner and form, containing such information, opinions and recommendations and prepared by such person or a member of such class of persons as prescribed by the regulations, and the study was filed with the Registrar on the 30th day of January, 2002;
- (l) the Corporation shall conduct an update of the Reserve Fund Study at five (5) year intervals or at any time that there is significant change in the assets of the Corporation;
- (m) the Corporation, shall, within each ten (10) year period cause another Reserve Fund Study to be completed and filed with the Registrar no later than thirty (30) days after it is completed.

**5. Powers of the Corporation.** The powers of the Corporation include, but shall not be limited to the following:

- (a) All things reasonably necessary for the performance of the duties under the Act, the Declaration, the By-laws of the Corporation and the Common Element Rules and generally to manage the property and the assets of the Corporation; and
- (b) Employing and dismissing any and all personnel necessary to carry out the duties and the powers of the Corporation and for the maintenance and operation of the common elements; and

- (c) Adoption and amendment of rules and regulations concerning the operation and the use of the property; and
- (d) Employing a general manager, at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize subject to ratification by a By-law of the Corporation; and
- (e) Obtaining and maintaining fidelity bonds or insurance for any manager where deemed necessary by the Board, in such manner as the Board may deem reasonable; and
- (f) Investing reserves held by the corporation provided that such investments shall be those permitted by the Trustees Act, R.S.N.S. 1967, Chapter 317 and amendments thereto and convertible into cash in not more than ninety (90) days; and
- (g) Settling, adjusting, compromising or referring to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation; and
- (h) Borrowing such amounts of money as in its discretion is necessary in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, the Declaration and By-laws and securing the repayment of such moneys borrowed by it, in way of mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to the common expenses, subject to the sanction of a By-Law of the Corporation previously passed at an annual or general meeting; and
- (i) Purchasing, hiring or otherwise acquiring property, either directly or through an agent of the Corporation, for the 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 the units; and
- (j) Making any agreement with any unit owner or occupier of a unit for the provision of amenities or services or payment of the same; and
- (k) 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 to revoke any grant so provided on reasonable notice; and
- (l) Entering into contracts for the repair and maintenance on a continuing or periodic basis of any part or parts of the common elements for services to the common elements or of installations contained in the units and subject to easements for services to the common elements or other units but no such contract shall extend to more that two (2) years unless approved by a By-law.

### Article III - Board of Directors

1. **Number.** The affairs of the Corporation shall be managed by the Board of Directors and until changed by By-law the number of members of the Board of Directors of the Corporation shall be seven (7).
2. **Quorum.** A majority of the Members of the Board shall constitute a quorum at any meeting of the Board of Directors. 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. **Qualifications of Members of the Board.** Any person who is a member of the Corporation, or any representative of a mortgagee who has possession of one or more units is qualified to be elected as a director of the Corporation provided that each director shall have attained the age of majority. If a unit has more than one owner, only one such owner may be a member of the Board at any one time.
4. **Election of Directors.** At each annual meeting of the Corporation, the members shall elect seven (7) directors, including among their number a President, Vice-President, Secretary and Treasurer. Not less than sixty (60) days prior to the annual meeting the Board shall appoint a member of the Corporation, who will serve as Chair of the Nominating Committee.
  - (a) The Chair of the Nominating Committee will appoint one or two other members of the Corporation to the committee, one of whom shall be a retiring director. The committee will act with the authority of the Board to identify and nominate a proposed new slate of directors at the annual meeting. The proposed slate shall be first communicated to all members at the time of notice of the annual meeting;
  - (b) Notwithstanding the authority of the committee to present a proposed slate, there shall still be a call for further nominations from the floor during the annual meeting. If this process results in more than seven (7) nominated directors, there will be an immediate vote in accordance with the stipulations of Article V of the By-law, whereby each member will indicate a choice of seven (7) from the nominees presented, and the seven (7) nominees with the most votes will be deemed elected.
5. **Term of Directors.** All directors shall hold office for one (1) year and shall be eligible for re-election to any office. Notwithstanding that their term of office may have expired, all directors may continue to act until their successors are elected.
6. **Removal of Directors.** The members may, by resolution passed by a majority vote at a general meeting called for such purpose, remove any director before the expiration of the term of office, and may elect a replacement to hold office for the remainder of the term.

7. **Filling of Vacancies.** Any vacancy occurring in the Board of Directors may be filled for the remainder of the term of office of the retired director by the remaining directors at a meeting of the Board.

**Calling of Meetings.** (1) Meetings of the Board may be held on a date and at a time as the President, the Vice-president or any two directors may direct, and the Secretary must call a meeting accordingly when so directed.

(2) Meetings may be held:

- a) In person at a place in Halifax County determined by the person or persons directing the calling of the meeting;
- b) By a virtual meeting held on a Virtual Meeting Platform; or
- c) As a hybrid meeting in which some directors participate in person and some directors participate through a Virtual Meeting Platform.

(3) Directors participating through a Virtual Meeting Platform are considered to be present for purposes of determination of quorum.

(3) Written notice of a meeting must be given to each director at least 48 hours before the meeting, but notice is not required if all directors are present or if a quorum is present and those absent have waived notice or signified their consent to the holding of the meeting.

(4) Notice may be given:

- a) Personally or by delivery to the director's residence as shown in the records of the Corporation;
- b) By ordinary mail addressed to the director at their home or address for mailing as shown in the records of the corporation; or
- c) By electronic message delivered to the director's electronic address as shown in the records of the corporation. *Amended 2023-04-15*

8. **Regular Meetings.** Regular meetings of the Board may be held in accordance with Rule 8 at such times as the Board may determine by resolution.

9. **Adjourned Meeting.** At any adjourned meeting, any business which might have been transacted at the meeting 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 the case of an equality of votes.

11. **Interest of Directors in Contracts.** No director shall be disqualified by their 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 voided, nor shall any director so contracting or being so interested be liable to the Corporation for any profit realized by any such contract or arrangement, by reason of such director holding such office or by reason of the fiduciary relationship, thereby established; provided that the provisions of paragraph 12 of this Article III 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 agreement or proposed contract with the Corporation to declare such interest and to refrain from voting in respect thereto.
13. **Protection of Directors and Officers.** No director or officer of the Corporation shall be liable for the acts, neglect or default of any director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for 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 in judgment or oversight on their part or for any other loss, damage or misfortune whatever shall happen in the execution of the duties of their office or in relation thereto unless the same shall happen through their own dishonest or fraudulent act or acts.
14. **Indemnity of Directors and Officers.** Every director or officer of the Corporation and their heirs, executors, administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved 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 them for or in respect of any act, deed, or thing whatsoever made, done or permitted by them in or about the execution of the duties of their office; and
  - (b) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof, except for his own dishonest or fraudulent acts.
15. **Fidelity Bonds and Liability Insurance.** The Board may require that all directors, officers and employees of the Corporation, handling or responsible for the Corporation's moneys or

securities shall furnish adequate fidelity bonds or liability insurance. The premiums on such bonds or insurance shall be paid by the Corporation.

#### **Article IV - Officers**

1. **Elected Officers.** At the first meeting of the members of the Corporation and at each subsequent annual meeting, a President, Vice-President, Secretary, and Treasurer shall be elected, all of whom shall be directors properly elected in accordance with Article III, paragraph 4. Any vacancy occurring in any such offices may be filled by the Board of Directors from among its members for the remainder of the term of office of the retiring officer. At any annual meeting, the retiring President, Vice-President, Secretary and Treasurer shall be eligible for re-election.
2. **Appointed Officers.** From time to time, the Board may appoint a General Manager as well as committees and such other officers as the Board may determine, including one or more assistants to any of the elected or appointed officers. The officers so appointed may, but need not be, members of the Board. Any officer whether elected or appointed, other than the President, may hold more than one office in the Corporation.
3. **Term of Office.** In the absence of a written agreement to the contrary, the Board may remove, at its pleasure, any officer of the Corporation with the exception of the officers elected under Article III, paragraph 4 who may only be removed from office by a majority vote of the members of the Corporation at a general meeting.
4. **President.** The President, when present shall preside at all meetings of the Corporation and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. The President shall also have such other powers and duties as the Board may from time to time determine.
5. **Vice-President.** During the absence or the inability to act of the President, his powers and duties shall fall upon the Vice-President. If a Vice-President exercises any such power or duty, the absence of the President shall be presumed with reference thereto. The Vice-President shall also have such powers and duties as the Board may prescribe.
6. **General Manager.** The General Manager, if one be appointed, shall have the general management and direction 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 by the members or appointed by the Board and to settle the terms of their employment and their remuneration, subject, nevertheless, to the authority of the Board and the supervision of the President. The General Manager need not be a director, a unit owner, a member of the Corporation or a person entitled to vote at meetings of the Corporation.
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

at all meetings of the directors and of the members and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings; and shall be the custodian of all books, papers, documents and other instruments belonging to the Corporation except those kept by the General Manager and 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 accounts and accounting records in which shall be recorded all receipts and disbursements of the Corporation. The Treasurer shall have the care and custody of all funds and securities of the Corporation in such bank or trust company or trust companies or with such depository or depositories as the Board of Directors shall direct except to the extent delegated to an agent. The Treasurer shall disburse the funds of the Corporation when necessary and proper, taking proper vouchers for such disbursements and shall render or cause to be rendered to the President and directors at the meetings of the Board of Directors or whenever they may require it, an account of all the transactions as Treasurer and of the financial position of the Corporation, shall prepare or cause to be prepared annual financial statements for all funds, shall prepare or cause to be prepared an annual budget for common area expenses, reserve funds and contingency funds and shall perform such other duties as may from time to time be prescribed by the Board of Directors except to the extent delegated to an agent.
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.** No compensation shall be paid to any officer or director of the Corporation for the performance of his duties as an officer or director unless such compensation is determined and approved by a general meeting of the Corporation at which owners or mortgagees or any combination thereof entitled to vote with respect to 66 2/3 percent of the units are present in person or by proxy. This provision shall not preclude the Board of Directors from employing any director as an employee of the Corporation nor shall it preclude any director from entering into a contract with the Corporation for the management of the Corporation.

## **Article V - Meetings of Members of the Corporation**

1. **Annual Meetings.** 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.
2. **General Meetings.** All meetings, other than the annual meeting, shall be called general meetings.

3. **Place of Meetings.** Meetings of members of the Corporation may be held:

- a) in person at a place in Halifax County;
- b) by a virtual meeting held on a Virtual Meeting Platform; or
- c) as a hybrid meeting in which some directors participate in person and some directors participate through a Virtual Meeting Platform

as determined by the Board.

At a meeting held as a virtual meeting or hybrid meeting, a member who participates through a Virtual Meeting Platform is considered present for all purposes.

*Amended 2023-04-15*

4. **Calling General Meetings.** The Board, may, whenever it sees fit, 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 fifteen (15) days of receipt of such petition.

5. **Notice of Meetings.** (1) A written notice of every general meeting and annual meeting specifying the day, hour and place of the meeting, and whether the meeting will be in-person, virtual, or hybrid, must be given to all members of the Corporation and to all mortgagees who have notified the Corporation of the registration of their mortgages

- a) personally or by delivery to the member's residence as shown in the records of the Corporation;
- b) by ordinary mail addressed to the member at their home or address for mailing as shown in the records of the Corporation; or
- c) by electronic message delivered to the member's electronic address as shown in the records of the corporation.

(2) The notice must be given at least ten days before the date of the meeting.

(3) A notice delivered personally or to the member's residence is deemed received when so delivered. A notice sent to the member's electronic address is deemed delivered when sent. A notice sent by ordinary mail is deemed delivered on the second day following the day of mailing.

(4) Notice of any meeting, or any irregularity in such notice, can be waived by any member or mortgagee. Any error or omission in giving notice of any meeting does not invalidate the meeting or any proceedings or resolutions taken at it. *Amended 2023-04-15*



6. **Quorum.** A quorum for the transaction of business at a meeting of the members of the corporation is the presence, either in person or by proxy, of the owners of at least thirty percent (30%) of the common elements. No business shall be transacted at a meeting of the members of the corporation unless a quorum is present at the commencement of business and not fewer than three (3) persons entitled to vote are present in person.
7. **Adjournment for Lack of Quorum.** If within thirty (30) minutes after the time appointed for the holding of any meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at such place and time as the Board may determine.
  - (a) Notice of the place and time of the adjourned meeting shall be given not less than three (3) days prior to the convening of such meeting in the same manner as notices for other meetings, except as to the time of the notice.
  - (b) If, at the adjourned meeting, a quorum is still not present within thirty (30) minutes from the time appointed for the meeting, then 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 and may transact all business which a full quorum might have done.
8. **Voting.** Votes may be made either personally or by proxy. At all meetings any question shall be decided by a show of hands unless a poll is demanded by a person entitled to vote who is present in person or by proxy. The Chairman may still require, or any person entitled to vote who is present in person or by proxy may still demand, a poll thereon. Unless a poll is so required or demanded, a declaration by the Chairman that the vote upon such question taken by show of hands has been carried, or carried by a particular majority or not carried shall be prima facie evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against such question and the result of the vote so taken shall be the decision of the Corporation.
9. **Polls.** If at any meeting of members a poll is demanded and be not withdrawn, it shall be taken in such manner as the Chairman directs. The result of a poll so taken shall be deemed to be the resolution of the meeting at which the poll was demanded.
10. **Equality of Votes.** In the 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.
11. **Number of Votes.** On a show of hands, or on a poll, each member present in person or by proxy shall have one vote. If any person present is representing himself as well as one or more proxies, he shall be entitled to one vote for each person he is representing including himself.

12. **Appointment of Proxy.** Every member or mortgagee entitled to vote at meetings may, by instrument in writing, appoint a proxy, who need not be a member or a mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the member or mortgagee were present at the meeting. The instrument appointing a proxy shall be signed by the appointer, or his attorney authorized in writing, or if the appointer is a corporation, either under its corporate seal or under the hand of an officer or attorney so authorized. A proxy may be general or for a particular meeting or restricted to a particular purpose and shall be deposited with the Secretary of the meeting before any vote is cast under its authority. Any proxy may be revoked by notice in writing filed with the Secretary before the time of the meeting or by the appointer's attendance at the meeting.
13. **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 in the absence of the other or others may vote but, if more than one of them is present or represented by proxy, they shall vote in the same way, failing which the vote for each unit shall not be counted, all to the intent that each unit shall have one vote each which shall not be split.
14. **Representatives.** An executor, administrator or committee of a mentally incompetent person, guardian, trustee or other person acting pursuant to Section 37 of the Act (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) shall, upon filing with the Secretary of the meeting sufficient proof of appointment, 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 represented. If there are more than one executor, administrator, committee, guardian, trustee or person acting, the provisions of paragraph 13 of this Article shall apply.
15. **Vote of Mortgagee.** When 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 mortgagee must be in possession and 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 to 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 4 of this Article V and to vote and 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 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 the members of the Corporation.

16. **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 contribution to the Corporation, payable in respect of their 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 15 of this Article V.

16A. **Consent of Members.** Where the *Condominium Act* requires that an action or resolution of the Corporation be consented to or approved by owners of a specified percentage of the common elements, that consent or approval can be signified using a written or electronic means that is determined by the Board to be reasonably secure and reliable. *Added 20023-04-15*

## **Article VI - Banking 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, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and the definition of the rights and powers of the parties thereto; and the authorization 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, mortgages, 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 provisions to the contrary contained by 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, mortgage, transfer, contract or obligation or any class of deeds, mortgages, transfers, contracts or obligations of the Corporation may or shall be signed.

## **Article VII - Management of the Property**

1. Notwithstanding clause (e) of Paragraph 4 of Article II 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 Act to be exercised by the Corporation or by its Board of Directors.

## **Article VIII - Assessment and Collection of Contributions towards 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 thereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively and shall deliver copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register.
2. **Annual Budget.** The Board shall, at least thirty (30) days prior to the commencement of each fiscal year, prepare a budget for the Corporation and determinably estimate the amount of common expenses for the next ensuing fiscal year. The Treasurer may be required to prepare and present a draft budget to the Board, but the preparation of the draft budget shall not be the sole responsibility of the Treasurer, at least forty-five (45) days prior to the commencement of each fiscal year. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners and mortgagees, according to the proportion in which they are required to contribute to the common expenses. In addition to all expenses, charges and costs in the maintenance, repair and replacement of the common elements and any other common expenses, charges or costs which the Board may incur or expend shall be included in the annual budget provisions for the following:
  - (a) An **Operational Fund**, which shall be used for the payment of common expenses; and
  - (b) A **Reserve Fund**, which shall include moneys received to be accumulated in the Reserve Fund as provided for in paragraph 4 of this Article VIII and to be used or expended for major maintenance items which occur less frequently than annually

and for major items of repair or replacement made necessary by damage, deterioration or obsolescence; and

- (c) A **Contingency Fund**, which shall be used and applied from time to time towards meeting deficits and such other common purposes as the Board may deem necessary.
3. **Contingency Fund.** Upon the purchase of each unit from the Declarant, or at anytime 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 (3) times the monthly assessment relating to each owner's unit for the year in which such deposit is requested. Such amount shall be held, together with the amounts 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 deficit and such other common expenses as the Corporation may deem necessary, but not amounts to be expended from the Reserve Fund.
4. **Reserve Fund.** The Corporation shall establish and maintain a Reserve Fund for major repair and replacement of the common elements and assets of the Corporation including, where applicable and without limiting the generality of the foregoing, roofs, exteriors of buildings, roads, sidewalks, sewers, heating, electrical and plumbing systems, elevators, laundry, recreational, parking facilities and any other items as specified in the Reserve Fund Study. The board shall assess and collect contributions from the owners in an amount that will result in the Reserve Fund amount achieving and maintaining at least the minimum amount recommended in the Reserve Fund Study. No part of the Reserve Fund shall be used except for the purposes for which the fund was established. In the event that, in any one year, the Reserve Fund is totally or substantially expended, the Board shall prepare succeeding budgets which provide for the restoration of the Reserve Fund over a period of no less than three (3) years and not exceeding five (5) years.
5. **Contingency and Reserve Funds Part of Common Elements.** The Contingency Fund and the Reserve Fund shall be deemed part of the common elements and, in the event of a 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 them to the Contingency Fund or the 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.
6. **Copies of Budget and Notices 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 obliged to pay to the Corporation, or as the Corporation may in writing direct, the amount of 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 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, twelve (12) post-dated cheques or suitable arrangements for electronic fund transfer, covering the payments due by each owner during the ensuing twelve months and such cheques or suitable electronic transfer, shall be deposited as they become payable.

Until the annual budget for the ensuing year has been sent to each owner, each owner shall continue to pay each month an amount equal to the monthly installments payable by such owner under the annual budget for the preceding fiscal year.

7. **Revised Assessments.** If at any time during the course of any fiscal year the Board shall determine that the annual assessment of contributions are inadequate by reason of a revision in the Board's estimates of either expenses or income, the Board shall prepare and cause to be delivered to each owner and to each mortgagee who has notified their interest to the Corporation a revised annual budget for the balance of the fiscal year. Thereafter, monthly contributions shall be determined and paid on the basis of such revised budget.
8. **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 Nova Scotia.
9. **Conveyance of Unit.** No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to the transfer by them of such unit but payable by them subsequent thereto, provided that they first give notice of such assessment to the transferee of the unit.
10. **Statement of Account.** Within ten (10) days following written application therefor, the Board shall furnish any owner or 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 assessment unpaid or payable as of such date, together with accrued interest thereon;
  - (b) any accelerated monthly contributions remaining unpaid or payable as of such date; and
  - (c) the amount outstanding in a reserve fund and contingency fund contributed or deposited or required to be contributed or deposited by the unit owner or mortgagee.

11. **Inspection of Books.** Upon written application therefor, the Board shall make the books of account and accounting records available at all reasonable times for inspection by an owner, or a mortgagee (if authorized hereunder) or any person authorized in writing by either of them.
12. **Collection.** The Corporation shall take all necessary steps to enforce the payment by each owner of all unpaid assessments, monthly contributions and all other amounts owed by him to the Corporation.
13. **Estoppel Certificates.** Any certificate issued by the Corporation to a mortgagee, purchaser or other person dealing with an owner, to certify an owner's position with respect to assessments, contributions or otherwise, which has been signed by two officers of the Corporation under its corporate seal, shall be binding upon the Corporation and all other owners and it and they shall be estopped from denying the accuracy of such certificate against such mortgagee, purchaser or other person dealing with the owner; but this shall not prevent the enforcement against the owner of obligations of the owner whether improperly stated in such certificate.
14. **Default in Payment of Assessment.**
  - (a) In the event that payments required under the provisions of this Article VIII are fifteen (15) days, or more, in arrears, an additional charge of Five Dollars (\$5.00) dollars per month will be added to the arrears.
  - (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 fifteen (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 solicitor and client.

### **Article IX - 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 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 thirty (30) days past due.
2. **Notice of Default.** the Board, when giving notice of default in payment of common expenses or any other default to the owner of 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 notice be sent to him.

### **Article X - Records**

1. The Board shall cause to be kept the following records:
  - (a) a set of architectural plans and specifications of the building and of all alterations in the building made by the Corporation or by owners; 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 all meetings of the Board; and
  - (d) minutes of all meetings of the members of the Corporation; and
  - (e) financial records and books of accounts, including computer records and a chronological list of receipts and expenditures, records of all commitments made and contracts entered into, financial statements comparing actual receipts and expenditures with the annual budget, and 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 service of all mortgagees who from time to time give notice of registration of their mortgages to the Corporation.
2. All such records shall be available for inspection at reasonable hours by all owners and mortgagees.

### **Article XI - Provisions Respecting the Use and Occupation of Units**

1. 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;
  - (b) No screens, awnings or shades shall be erected over the 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 to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation, without the consent in writing of the Corporation first having been obtained;
  - (d) No animal or pet which is deemed by the Board in its sole discretion to be a nuisance shall be kept by any owner, visitor or occupant in any unit or on any other part of the property. Any pet owner who keeps any animal or pet in the unit or any part of the property, shall at the request of the Board, remove such animal or pet



therefrom forthwith on receipt of a written notice from the Board or the General Manager requesting such removal;

- (e) 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;
- (f) Not more than two persons shall occupy or visit any part of a unit under circumstances where such person or persons is or are being charged, for occupation or board, or otherwise, and at no time shall such charges be levied on a commercial or profit-making basis, but this provision shall not prevent the leasing of the whole of such unit;
- (g) No unit shall be used for professional or commercial purposes such as an office for a doctor, dentist, chiropractor or lawyer;
- (h) No signs, billboards, notices or other advertizing matter of any kind shall be placed on any part of the unit without the written consent of the Board first being obtained;
- (i) No owner or occupant 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;
- (j) No owner or occupant 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;
- (k) 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 in accordance with garbage collection arrangements provided by the Corporation from time to time.

## **Article XII - Provisions Governing the Use of the Common Elements**

1. The rules and regulations with respect to the use of the common elements of the Corporation shall be initially those rules and regulations as 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 an annual or general meeting of the Corporation.

## **Article XIII - Maintenance and Repairs**

### **1. Maintenance and Repairs of units by the Owner**

- (a) Each Owner shall maintain his unit, and, subject to the provisions of the Declaration and Section 23 of the Act, 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 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 and all 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, commencing on the date any such amount becomes due, at such rate as the Board of Directors may decide upon, not to be more than the prime rate charged by the Bank of Canada from time to time plus Five (5%) percent. The Corporation may collect all such sums of money in such instalments as the Board of Directors may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.
2. **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 exterior glass windows, all at its own expense.
  3. **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 excluded 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 an Owner of such excluded portions of the Common Elements shall be in accordance with any directions and specifications set from time to time by the Board of Directors of the Corporation.
  4. **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 3 of this Section XIV) without prior consent in writing of the Board.

Any change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and in accordance with the conditions, if any, of such approval, by the Board.

5. **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 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.

6. **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 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;
  - (ii) the obligations 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 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, then the Corporation and such Owners whose units have been damaged shall repair in accordance with the provisions of Clauses 8.01 and 8.02 of the Declaration.

7. **Plans and Specifications** A complete set of all the 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 offices 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.

#### **Article XIV - Miscellaneous**

1. **Severability.** The invalidity in whole or in part of any article or articles, paragraph or paragraphs, or clause or clauses contained in this By-law 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, words importing the singular include the plural and vice-versa; words importing the masculine gender shall include the feminine and neuter gender; and words importing person shall include companies, corporations, partnerships and any number or aggregate of persons wherever the context so requires.

Whenever reference is made in this 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 abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur or which may have occurred.
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.

**Schedule A**  
**Common Element Rules**