

BY-LAWS

Lunenburg COUNTY CONDOMINIUM CORPORATION NUMBER 19

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“THE ANCHORAGE AT DEEP COVE”

BY-LAW NUMBER 1

BE IT ENACTED as By-law Number 1 of Lunenburg County Condominium Corporation No. 19 (the "Corporation") as follows:

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 Lunenburg County Condominium Corporation Number 19, a corporation created under the Act, by the acceptance for registration of the Declaration and the Description.
4. **DECLARANT** means the Declarant in the Declaration, South Wind Properties 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 at Halifax and all amendments thereto.
6. **DESCRIPTION** means the Description respecting the land filed with the Declaration.
7. **LAND** means the freehold land described in the Description.
8. **MEMBERS** means the owners from time to time.
9. **TERMINATION** means the termination of the government of the property by the Act 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. The secretary shall be responsible for the custody of the corporate seal.

2. **Office** The office of the Corporation shall be at the offices of South Wind Properties Limited, County of Lunenburg, Province of Nova Scotia, or at such other address within the County of Lunenburg, Province of Nova Scotia as the Board may notify its members from time to time.

3. **Fiscal Year** The fiscal year of the Corporation shall end on the 31st day of December in each year or on such other 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 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, the Registrar of Condominiums, 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 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 and the Declaration;
- (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;
- (h) To purchase electricity, water and other public utilities for use in the common elements and 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 where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation.

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 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 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 Trustee 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 or desirable 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 by 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 owners owning sixty-six and two-thirds (66 2/3%) percent of the common elements of the Corporation; and
- (i) 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 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 of 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 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 than two (2) years unless approved by 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 five (5).
2. **Quorum** Three (3) directors 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. **Qualification Of Members Of The Board** Any person who is a member of the Corporation, 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 such owner may be a member of the Board at any one time.
4. **Election And Term** Within seven (7) days of the acceptance of the Declaration and the Description for registration, the Declarant shall appoint five (5) persons who shall constitute the Board of Directors until the first meeting of the members of the Corporation is held, at which meeting the members shall elect and the Declarant shall appoint the allowable number of Directors as set out in the Act, including among their number, a President, a Vice-President, a Secretary and a Treasurer. The original directors appointed by the Declarant shall be eligible for re-election and/or re-appointment at the said meeting provided that they otherwise qualify as directors of the Corporation. Nominations for Directors may be made as the Board of Directors decide from time to time.

All directors elected or appointed shall hold office for a term of one (1) year and notwithstanding that their term of office may have expired, all directors may continue to act until their successors are elected.

5. Removal Of Directors The members 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 may be filled for the remainder of the term of office of the retiring director by the members at a general meeting.

7. Calling Of Meetings Meetings of the Board shall be held from time to time at such place in the County of Lunenburg, Nova Scotia, and at such time and on such day as the President or Vice-President or any three (3) directors may determine, and the Secretary shall call meetings when directly authorized by the President or the Vice-President or by three (3) directors. Notice of any meeting so called shall be given personally or by ordinary mail to each director not less than forty-eight (48) hours, exclusive of Saturdays and holidays (as defined by the Interpretation Act) before the time when the meeting is to be held, provided that no notice shall be required to be given of any meeting of directors held for the sole purpose of organization and the election and appointment of officers immediately following any annual meeting; and no notice of any meeting shall be necessary if all the directors are present or if a quorum is present and those absent have waived notice of or otherwise signified in writing their consent to the holding of such a meeting.

8. Regular Meetings Regular meetings of the Board may be held at such time and place in the County of Lunenburg 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 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 voided, 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 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; provided 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 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 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 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 him for or in respect of any act, deed or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office;

- (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** 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. The premiums on such bonds 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 the office of the retiring officer. At any annual meeting, the retiring Officers shall be eligible for re-election.

2. **Appointed Officers** From time to time, the Board may appoint a General Manager and such other officers (other than officers elected pursuant to Paragraph I hereof) 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 either elected pursuant to paragraph 1 hereof or appointed pursuant to paragraph 2 hereof other than the President may hold more than one office in the Corporation, and if the same person holds both the office of Secretary and the office of Treasurer, he shall be known as the Secretary-Treasurer.

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 paragraph 1 of Article IV 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 members and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation and, except when the Board has appointed a General Manager, the President shall also have the powers and be charged with the duties of that office and he shall 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 duty or power, 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 general 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 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; he shall be custodian of all books, papers, records, documents and other instruments 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 accounts 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 disburse the funds of the Corporation when necessary and proper, taking proper vouchers for such disbursements and shall render to the President and directors at the meetings of the Board of Directors or whenever they may require it, an account of all his transactions as Treasurer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board of Directors.

9. **Other Officers** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of any officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

10. **Compensation** No compensation whatever 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 60 per cent of the units is present either 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

MEETING OF MEMBERS OF THE CORPORATION

1. **First Meeting** A 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 Meetings** 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 the annual meeting and the first 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 Lunenburg, Nova Scotia, as the Board may from time to time determine.

5. **Calling General Meetings** The Board, may, whenever it thinks fit, and shall, upon receiving a petition in writing signed by the 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, send out a Notice to convene a general meeting within fifteen (15) days of receipt of such petition.

6. **Notice Of Meetings** A written notice of every general meeting and annual meeting specifying the day, the hour and the place of the meeting, together with a copy of the proposed Agenda of the business to be transacted thereat shall be given to all members of the Corporation, and to all mortgagees who have notified the Corporation of the registration of their mortgages, at least ten (10) days (exclusive of the day of delivery or mailing of the notice, but inclusive of the day for which notice is given) before the date of the meeting. Notice shall be deemed to have been sufficiently given if served personally upon the person for whom it is intended or mailed by ordinary mail, postage prepaid, to each member addressed to them at their respective units, or such other address or addresses as they may indicate in writing to the Corporation from time to time and to all mortgagees at the last address of the mortgagee as known by the Corporation. Notices may be signed by either the President, the Vice President, or the Secretary or such other officer or person as the Board may from time to time appoint for that purpose. The date of receipt of any such notice shall be deemed conclusively to be the day of service if such notice is served personally or, if mailed, the next regular business day after such date of mailing.

Notice of any meeting, or any irregularity in any notice thereof, may be waived by any member or mortgagee. Any error or omission in giving notice of any meeting shall not 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** At any meeting of members of the Corporation, a quorum shall be constituted when persons entitled to vote and owning not less than thirty percent (30%) of the common elements are present in person or represented by proxy at such meeting and not fewer than three (3) persons entitled to vote are present in person.

8. **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. Notice of the time and place 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 all other

meetings, except as to the time of notice. 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.

9. 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 a 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.

10. 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 shall be deemed to be the resolution of the meeting at which the poll was demanded.

11. 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.

12. 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. In the event a poll is demanded, the votes shall be counted in accordance with the voting allocations as designated in Schedule "C" of the Declaration for Lunenburg County Condominium Corporation No. 19.

13. 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 Corporation prior to the time of any meeting at which it is to be used 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.

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 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 such unit shall not be counted, all to the intent that each unit shall have one vote each which shall not be split.

15. Representatives An executor, administrator, guardian, trustee or other person acting pursuant to Section 37, (3) or (4) of the Act (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) shall, upon filing with the Secretary of the meeting sufficient proof of his 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 be more than one executor, administrator, guardian, trustee or person acting, the provisions of paragraph 14 of this Article shall apply.

16. Vote Of Mortgagee A mortgagee shall only be entitled to exercise the rights of a unit owner if the mortgagee is a mortgagee in possession as set out in the Act. If a mortgagee becomes a mortgagee in possession then they shall be afforded all of the rights and responsibilities of a unit owner under the Act, Declaration, By-laws and Common Element Rules and Regulations.

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 also apply to a mortgagee in possession set out in paragraph 16 of this Article V.

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 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

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 III 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 the registration of the Declaration and Description until the first fiscal year end, subject to revision pursuant to paragraph 6 of Article IX.

ARTICLE VIII

MANAGEMENT OF THE PROPERTY

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 after the initial Management 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. The Declarant is authorized to enter into an initial management agreement up to two (2) years with a non-arms length company subject to the management agreement complying with standard industry practices and standard industry fees and costs.

ARTICLE IX

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 in Schedule "C". 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 determine by estimate the amount of common expenses for the next ensuing fiscal year. The Board shall allocate and assess such common expenses as set out in the budget for such period 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 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) **A Contingency Fund**, which fund shall be used and applied from time to time towards meeting deficits and such other common purposes as the Corporation may deem necessary; 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 IX 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.

3. **Contingency Fund** The Corporation reserves the right to request that 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 deficits 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 Reserve Fund shall be established and maintained at a level required by the Reserve Fund Study, or any updated Reserve Fund Study, and in accordance with S.31 of the Condominium Act.

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 contribution or deposits made from time to time by him to the Contingency Fund or Reserve Fund, but all his interest in the unexpended portion or 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, no 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 covering the payments due by each owner during the

ensuing twelve months and such cheques shall be deposited as they become payable. The Board, as well, may request payment in forms other than post-dated cheques, such as automated bank withdrawal or any other form of payment designated by the Board. Until the annual budget for the fiscal year has been sent to each owner, each owner shall continue to pay each month an amount equal to the monthly instalments 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 contribution 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 the fiscal year. Thereafter, monthly contributions shall be determined and paid on the basis of such revised budget.

8. Special Assessments If at any time, the Board shall determine that the annual assessment of contribution is inadequate, and that a revised assessment pursuant to paragraph 7 of this Article IX is inadequate to meet the Board's requirement, then the Board may declare a Special Assessment and present the Special Assessment to the members to be voted on as set out in the Act. Once approved the Board shall send to each owner and to each mortgagee who has notified his interest to the Corporation a request for payment of the Special Assessment on terms as determined by the Board and approved by the members and said Special Assessment shall be paid by the owners as a contribution to the common expenses of the Corporation as set out in the Declaration.

9. Moneys On Deposit All moneys of the Corporation, except petty cash on hand or moneys invested, shall be kept in a chartered bank or trust company carrying on business in Nova Scotia.

10. 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.

11. Statement Of Account Within ten (10) days following written application therefor, the Board shall furnish an 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;
- (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.

12. 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.

13. 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.

14. 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 one officer 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 all obligations of the owner whether or not improperly stated in such certificate.

15. Default In Payment Of Assessment:

- (a) In the event that payments required under the provisions of this Article IX are fifteen (15) days, or more, in arrears, an additional charge of Five Dollars (\$5.00) 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 by way of legal action, lien and/or other means and there shall be added to any amount due all costs, including all legal fees, disbursements and applicable taxes, of such action including costs as between solicitor and client.

ARTICLE X

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, including unpaid Special Assessments 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 notices be sent to him.

ARTICLE XI

RECORDS

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 an owner receiving prior consent of the Board; 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 members of the Corporation; and
- (e) financial records and books of accounts, 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 service of all mortgagees who from time to time give notice of registration of their mortgages to the Corporation.

All such records shall be available for inspection at reasonable hours by all owners and mortgagees.

ARTICLE XII

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 the unit;
- (b) No screens, 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, without the consent in writing of the Corporation first had and obtained;
- (d) No fence shall be erected on the lands, except by Board approval;
- (e) Skylights may be added with the following stipulations:
 - i. Bubble skylights are prohibited;
 - ii. glass skylights may be used but must be parallel with the roof plane on which they are installed and not protrude more than eight inches (8") above that roof plane;
 - iii. No one skylight is to exceed ten (1) square feet.
 - iv. No more than four (4) skylights per unit are permitted;
- (f) Pets shall only be allowed as stated in the Declaration. No animal or pet which is deemed by the Board in its sole discretion to be a nuisance shall be kept by any owner in any unit or on any other part of the property. Any

owner who keeps any animal or pet in his 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;

- (g)** 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;
- (h)** Owners shall not install wiring for electrical, telephone or data without the prior written consent of the Corporation. Only satellite dishes thirty inches (30") or less in diameter are permitted on the units or grounds;
- (i)** Not more than two (2) persons shall occupy or visit any part of a unit under circumstances where such person or persons 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;
- (j)** No unit shall be used for professional or commercial purposes such as an office for a doctor, dentist, chiropractor or lawyer or any other similar profession, even if said use is authorized by a Municipal and/or government authority;
- (k)** No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the unit;
- (l)** 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;
- (m)** 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;
- (n)** All garbage, compost and recycling materials 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;

- (o) No stores of any combustible, inflammable or offensive goods, provisions or materials shall be kept in any unit;
- (p) At no time shall more than six (6) people be allowed to reside in a residential 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;
- (q) At no time shall unit owners install window coverings that are not white in colour and the installation of non-white window coverings shall be a breach of these By-laws;
- (r) No air conditioning units shall be installed in the windows or walls of any units;
- (s) All occupants shall exercise extreme care at all times about making noise. 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 buildings 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 week days only, from 9:00am to 5:00pm. If work is required at other times, the Board or the Manager must be consulted and their written permission obtained;
- (t) Waterbeds are strictly prohibited;
- (u) Unit owners shall not leave water running in the unit unless it is in actual use;
- (v) Unit owners shall immediately report any failure or pressure fluctuation in water pipes or failure or slowing of sewer pipes to the Corporation.

ARTICLE XIII

PROVISIONS GOVERNING THE USE OF THE 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 as set forth in Schedule "A" of this by-law Number I, 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 general meeting of the Corporation.

ARTICLE XIV

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 7.01 and 7.02 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 XV

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 in 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 female 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 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"
RULES AND REGULATIONS
GOVERNING THE USE OF THE
COMMON ELEMENTS

GENERAL

1. The sidewalks, parking areas and entry areas of any unit shall not be used as a play area, and shall not be obstructed by any of the occupants or used for any other purpose than for ingress and egress to and from their respective apartments. Common areas may not be used by tradesmen or workers of any craft to store, size or cut any material or object of any kind. All work must be carried out within the owner's unit or parking space, with cleanup of such parking space.
2. No sign, advertisement or notice shall be affixed on any part of the inside or outside of the unit, without prior written consent of the Board of Directors;
3. No owner or occupant may alter or remove any furniture, furnishings or equipment from the common elements.
4. An owner shall be liable for the expense of any maintenance repair, replacement or damage to the common elements rendered necessary by its acts or by those of any member of its family or guests, employees, agents or lessees.
5. All occupants shall exercise extreme care at all times about making noise in the common elements. 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 week days only, from 9:00am to 5:00pm. If work is required at other times, the Board or the Manager must be consulted and their written permission obtained.

6. No stores of any combustible or offensive goods, provisions or materials shall be kept upon the premises. No kerosene burning or other flame type auxiliary heating device of any kind shall be permitted to be used in any unit or common area. In particular no storage of propane tanks for barbecues, in any form, is allowed in any unit or common area. No occupant shall do, or permit anything to be done in said premises or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the building, or on property kept therein, or obstruct or interfere with the rights of other occupants or in any way injure or annoy them, or conflict with the laws relating to fires with the regulations of the Lunenburg County Fire Department or Provincial Fire Marshall or with any insurance policy upon the building or any part thereof or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
7. Registered mail, parcels, regular mail and/or any deliveries addressed to individual owners or renters will not be accepted by the Corporation or its employees.
8. Owners shall not be permitted to give direct orders or direction to any employees of the Condominium. All requests for service shall be directed in writing to the Board or Manager, except for emergency situations.
9. No structural changes or alterations shall be made inside or outside any unit. This shall include alterations to the exterior doors, windows, screens, walls or other portions of the building visible from the exterior, without prior written approval from the Board of Directors, after plans and specifications have been submitted for review. No additional locks that are visible from the common elements shall be placed upon any door of the building without the written consent of the Board.
10. Unit owners shall immediately report to the Board, any accident or injury to, or the failure of water pipes, toilets, drains, or fixtures, electric wires or fixtures, gas pipes or fixtures.
11. The Board shall be allowed to have a pass key for each unit and the unit owner shall not alter any lock or install a new lock or any door leading to his unit without the prior written approval of the Board.
12. Unit owners shall not throw or allow to be thrown, anything out of windows or doors, or on the common elements of the Corporation.
13. Unit owners shall not place any personal property on the outside of window sills or on the common elements.

14. No owner or occupant of any unit shall install wiring for electrical, telephone or TV without the prior written consent of the Board of Directors. No antenna for ham radios, TV or other communication systems will be permitted that are visible from the exterior or interior of the building.
15. No painting or decorating of halls, doors or other common areas shall be carried out by the occupants.
16. No clothesline, incinerator, billboard or garbage storage/disposal is permitted.

PARKING AND AUTOMOBILES

1. Automobiles belonging to occupants must bear identification as may be provided by the Corporation at all times and shall be parked in the parking spaces assigned by the Board as exclusive use areas.
2. The parking of vehicles in unauthorized areas is prohibited and such vehicles will be towed away and stored at the expense of the vehicle owner. Unit owners shall be responsible for compliance of this rule by their visitors and invitees and shall bear all costs of enforcement.
3. No automobiles may be parked in a manner which blocks the ingress and egress of other vehicles in any area.
4. Excessive noise, loud talking, slamming of doors, racing of engines and the use of horns is prohibited everywhere on the premises.
5. Only emergency car repairs may be made anywhere on the premises.
6. Vehicles must be driven slowly when entering and leaving the parking area and any other common elements allowing vehicle traffic.
7. The entry areas from Deep Cove Road shall not be obstructed by any of the occupants or used for any other purpose other than ingress and egress to and from their respective units.
8. Common areas and roads may not be used by tradesmen or workers to cut, process or store any material or object.

9. No vehicle washing and/or repairs shall be permitted on the common elements.

PETS

No pets or animals shall be kept or maintained in or about the condominium property, except as allowed by the Declaration (referred to herein as "Pet" or "Pets") subject to the following terms and conditions:

1. No pets shall be permitted or maintained on the common elements. Pets in and/or on the common elements are strictly prohibited, except for ingress or egress and shall always be leashed.
2. No pets shall be permitted in the units without first having obtained written authorization from the Board.
3. Pets must not be curbed near the units, walkways, shrubbery, gardens or any other public space.
4. Pets are not to be kept anywhere they may annoy other residents by creating a nuisance.
5. Owners shall assume full responsibility for any damage to persons or property caused by their pet and in the event such pet shall foul any part of the common elements and/or public area, it is the owner's responsibility to clean up.
6. Pets, except for seeing eye dogs, and/or hearing aid dogs, are not permitted in public areas at any time, except during times of emergency, and must be under the control of its owner or other responsible person at all times.
7. Any pets brought onto the common elements and into the units by visitors or guests must abide by all the rules pertaining to pets as herein specified and the occupant shall be held responsible.
8. The right to maintain a "Pet" subject to the conditions herein set forth is in the nature of a conditional license and is subject to revocation and termination at any time by the Board of Directors, in their sole discretion, if such pet is either vicious or is annoying other owners, is otherwise a nuisance or upon failure of an owner to comply with the Rules and Regulations of the Condominium Corporation pertaining to pets.

CAMPERS, TRAILERS AND SIMILAR VEHICLES

1. No occupant shall keep or park on the common elements any trailers, vans, campers, boats, trucks or motorboats without the permission of the Board, it being intended that the only exposed vehicles permitted to be kept on the Condominium property by occupants, their guests, licensees, invitees or assigns will be customary private passenger vehicles. This restriction shall not preclude the entry on the common elements of necessary service vehicles.
2. No repairs or overhaul work shall be performed on any vehicle while on the premises, except those emergency repairs necessary to enable the removal of such vehicle from the premises.
3. No vehicle washing is permitted except as specified by the Board.

BICYCLES, MOTORCYCLES, SNOWMOBILES AND OTHER SIMILAR VEHICLES

1. Bicycles may be parked or stored as specified by the Board.
2. Bicycles are not to be parked, chained to or left outside the building at any location.
3. Motorcycles, mopeds, snowmobiles and other engine powered vehicles must be stored as specified by the Board. Such vehicles may be parked or stored together with an automobile provided that the Board gives permission and neither the automobile or other vehicle is in the way of others parking adjacent to or driving past said storage.

STORAGE

1. No item which creates a risk of fire, explosion, leakage or odour shall be stored in the units and/or common areas for any cause whatsoever;
2. The Corporation shall not be responsible for loss of or damage to any property in the units for any cause whatsoever;

3. Unit owners storing anything in unauthorized areas, including, but not limited to, parking areas, or other common areas, shall have one day to remove the item(s) after notice in writing from the Corporation. If the item(s) are not removed after the one day notice period, then the Corporation may dispose of the item(s) at the unit owner's expense.

WHARF AREA

1. All Common Element Rules contained herein also expressly apply to the wharf area;
2. The wharf area shall be subject to all Common Element Rules and Regulations and Bylaws as passed from time to time by the unit owners of LCCC #19.

**LUNENBURG COUNTY
CONDOMINIUM CORPORATION NUMBER 19**

“THE ANCHORAGE AT DEEP COVE”

FORM 15/BY-LAWS

Cassidy Nearing Berryman
Barristers & Solicitors
Suite 401, 1741 Brunswick Street
Halifax, Nova Scotia
B3J 3X8

PER: Patrick I. Cassidy, Q.C.
File No.: 5102.9/eh