

Form 24

Request to Revise the Registration and Certificate of Legal Effect

Land Registration Act, S.N.S. 2001, c.6, subsection 18(13)

Land Registration Administration Regulations, subsections 8(1), 8(2), 14(2), 15(2) and 17(4)

34.

Registration district: Halifax Regional Municipality

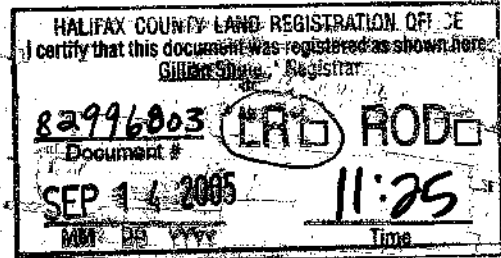
Registrant user number: 3554

Submitter's name/firm: Diana Metlege / Iosipescu Whitehead & Metlege

In the matter of Parcel Identification Number (PID)

PID: 41112715
PID:
(Expand box for additional PIDs.)

P.P.



I hereby certify that (select one paragraph 1)

1. The legal description of the parcel contained, or referred to, in the attached document is identical to the legal description contained in the parcel register for the property.

2-5 N/A

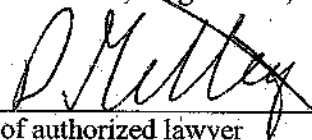
6. The following burdens (e.g. right of way in favour of another person or parcel) are changed in the parcel's registration (insert N/A if not applicable):

Instrument type/code	Condominium Bylaws/ 413
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	Subject to the Declaration and Bylaws of Halifax County Condominium Corporation # 276 (Condominium Interest/Burden)
Mailing address of interest holder added (if applicable)	277 Rutledge Street, Bedford, Nova Scotia, B4A 4M2
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

7-9 N/A

10. It is appropriate to revise the parcel registration for the indicated PIDs as certified in this request.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, August 31st, 2005.



Signature of authorized lawyer

Name: Diana Metlege

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Effective May 16, 2005

**Form 15 – Condominium Act
Corporation By-Laws**


To the Registrar of Condominiums:

Falconridge Properties Limited, as the Declarant of Halifax County Condominium Corporation No. 276, hereby requests that the attached by-laws be accepted for registration as the by-laws of the corporation.

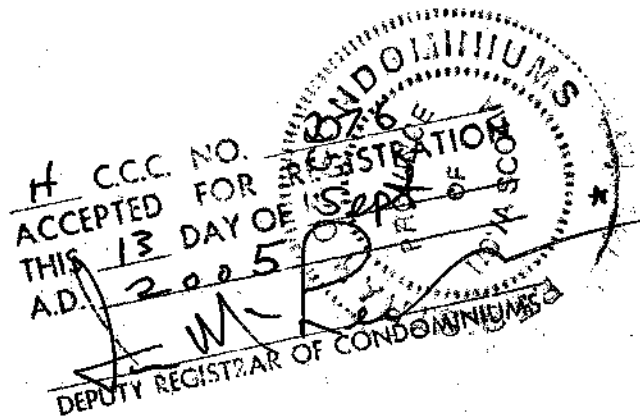
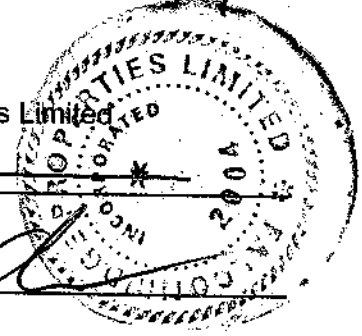
The Declarant further certifies that the by-laws were in all respects made in accordance with this Condominium Act and the Corporation's declaration.

Witness the seal of the Declarant, duly affixed by the authorize officers this 30th day of August, 2005.

Falconridge Properties Limited

By: 
John Arab

By: 
Amir Arab



BY-LAWS

HALIFAX COUNTY CONDOMINIUM CORPORATION NUMBER 276

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BY-LAW NUMBER 1

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 276
on the 27th day of August, A.D., 2005.

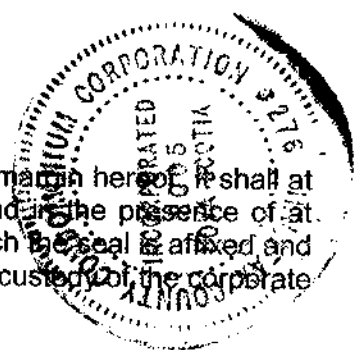
BE IT ENACTED as By-law Number 1 of Halifax County Condominium Corporation No. 276 (the "Corporation") as follows:

ARTICLE I DEFINITIONS

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

1. "Act" means the Condominium Act, Revised 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. 276 a corporation created under the Condominium Act, by the acceptance for registration of the Declaration and the Description.
4. "Declarant" means the Declarant in the Declaration, Falconridge Properties Limited, a company incorporated and registered to do business pursuant to the laws of Nova Scotia, having its head office in Halifax, Nova Scotia.
5. "Declaration" means the Declaration respecting the land submitted for acceptance for registration by the Registrar of Condominiums for the Province of Nova Scotia and 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 and shall affix the corporate seal. The secretary shall be responsible for the custody of the corporate seal.

2. OFFICE

The office of the corporation shall be at 277 Rutledge Street, Bedford, Nova Scotia, or at such other address within the Halifax Regional Municipality in the Province of Nova Scotia, as the Board may notify its members from time to time in writing.

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. 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 and any other staff, at the discretion of the Board, with 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 or staff, 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 a By-law of the Corporation previously passed at a general meeting; 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; but including a superintendent unit and guest suite unit; and
- (j) Purchasing, furnishing, establishing usage fees and rules for a unit in the Property to be used as a Guest Suite, for the benefit of Unit Owners and so as to provide accommodations for guests of the Unit Owners; and
- (k) Purchasing, furnishing, establishing a unit in the Property to be used as a Superintendent Suite; and
- (l) 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
- (m) 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
- (n) 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.

5. **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 and the Registrar of Condominiums 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 accountants 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 purchase electricity, water, fuel and other public utilities for use in the common elements and to purchase water and fuel for the units and to repair or replace within a reasonable time any apparatus or equipment used in the supply of electricity, water and other public utilities;
- h) To effect compliance by the owners of units with the Act, the Declaration, the Common Element Rules and Regulations and the By-Laws;
- i) To obtain and maintain, if deemed necessary, 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;
- j) 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 limited common elements appurtenant to the Units;
- k) To provide the Units with water and fuel for heating.

ARTICLE III
MEETING OF MEMBERS OF THE CORPORATION AND DIRECTOR PROVISIONS

1. FIRST GENERAL MEETING

A general meeting of the members shall be held within ninety (90) days after the acceptance for registration of the Declaration and Description and the invoking of the Act.

2. ANNUAL MEETING

The first annual meeting shall be held not later than fifteen 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 months shall elapse between the date of one annual meeting and that of the next.

3. GENERAL MEETINGS

All meetings, other than annual meetings and the first 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 Halifax Regional Municipality, in the Province of 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 owners or Mortgagees in possession, or any combination thereof entitled to vote with respect to twenty-five per cent (25%) of the units and delivered to the Secretary of the Corporation, convene a general meeting within 10 days of receipt of such petition.

6. NOTICE OF MEETINGS

No public notice or advertisement of meetings of members, either annual or general, shall be required. A printed notice that states the day, hour and place of the meeting, together with an agenda of the business, shall be either delivered or mailed by ordinary mail with postage prepaid to each member and to all Mortgagees who have notified the Corporation of the registration of their mortgages, at least fifteen (15) days (exclusive of the day of delivery or mailing, but inclusive of the day for which notice was given) before the date of every meeting. The notice shall be addressed to such address provided by the member or Mortgagee to the Corporation for the purpose of notice. If no address has been given, the notice shall be sent to the last address of such member or Mortgagees known to the Corporation.

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

7. QUORUM

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 no fewer than two (2) 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 new time, date and place of meeting shall be delivered to each unit owner as provided in Article III, Clause 6, except that only two (2) days notice shall be required. 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 transacted.

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. If the demand for a poll is not withdrawn, the vote shall be conducted utilizing the voting allocations as designated in Schedule "C" of the Declaration. If a poll is not demanded or is demanded but withdrawn, the vote upon such question shall be taken by a show of hands and the result of the vote so taken shall be the decision of the Corporation.

10. NUMBER OF VOTES

On a show of hands, 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.

11. APPOINTMENT OF PROXY

Every member or Mortgagee in possession entitled to vote at meetings may by instrument in writing appoint a proxy, who need not be a member or a Mortgagee in possession, 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 in possession 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.

12. VOTE BY CO-OWNERS

If a unit is owned by two or more persons or Mortgagees in possession 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.

13. REPRESENTATIVES

An executor, administrator, committee of a mentally incompetent person, 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 in possession at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member or Mortgagee in possession represented. If there be more than one executor, administrator, committee, guardian, trustee or person acting, the provisions of paragraph 12 of this Article shall apply.

14. VOTE OF MORTGAGEE IN POSSESSION

Where a mortgage of a unit and common interest contains a provision that assigns to the Mortgagee, or otherwise authorizes the Mortgagee to exercise the rights of the owner as a member to vote or to consent at any annual or general meeting of members, and where the Mortgagee desires to exercise such rights, the Mortgagee shall be a Mortgagee in possession before any of 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 5 of this Article III and to vote or consent in accordance with the notice so given by or on behalf of the Mortgagee, subject always to the rights of such owner to continue to receive notice of and to attend meetings of the members; and
- d) in the event that units whose common interest represent twenty-five per cent (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.

15. ENTITLEMENT OF VOTE

Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the vote must be unanimous no member is entitled to vote at any meeting unless all the contributions to the Corporation, payable in respect of his unit, have been paid to the date of such meeting; provided however, that the terms of this paragraph shall not derogate from the rights of the Mortgagee in possession as set out in paragraph 14 of this Article III.

16. DIRECTOR PROVISIONS

- a) Number: The affairs of the Corporation shall be managed by the Board of Directors and, until changed by an Amendment to the Declaration, the number of members of the Board of Directors of the Corporation shall be a minimum of three and a maximum of five.

- b) Quorum: A quorum for the transaction of business at a meeting of the Board of Directors is a majority of the members of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.
- c) Qualification of Members of the Board: Any owner of a unit or any representative of a Mortgagee in possession of one or more units 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 time.
- d) Election and Term: Within fourteen (14) days of the acceptance of the Declaration and the Description for registration, the Declarant shall appoint three (3) persons at the first meeting of the corporation who shall constitute the Board until the first general meeting of the members of the corporation is held, at which meeting the members shall elect or appoint not less than three and not more than five directors as permitted by Section 15 (I A) and (I B) of 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 at the said general meeting provided that they otherwise qualify as directors of the Corporation. Notification of the members of the Board and any subsequent changes shall be provided to the Registrar of condominiums and the Registrar of Joint Stock Companies. 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. Any person qualified to be a director may nominate himself or herself as a candidate to be considered at any time. The members of the Corporation elect or re-elect members of the Board at any annual meeting of the members of the Corporation by giving notice of the nomination in writing to the Corporation no less than five (5) days prior to the said meeting. If notice of the meeting has been waived by the members, the notice of the nomination must be given in writing to the Corporation at the earliest reasonably possible time prior to such meeting but in any event before the commencement of such meeting.
- e) 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.
- f) Filling of Vacancies: Any vacancy occurring in the Board of Directors shall be filled for the remainder of the term of office of the retiring director by the members at a general meeting.

- g) Calling of Meetings: Meetings of the Board shall be held from time to time at such place in the Halifax Regional Municipality, Province of Nova Scotia, and at such time and on such day as the President or Vice-President (who is a director) or any other two (2) directors may determine. The Secretary shall call meetings when directly authorized by the President or the Vice-President or by two (2) 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 meeting.
- h) Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place in the Halifax Regional Municipality as shall be determined from time to time by a resolution passed by a majority of the Directors.
- i) Adjourned Meeting: At any adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice.
- j) Vote: At meetings of the Board of Directors, all matters shall be decided by majority vote. In the event of a tie, the President shall have a casting vote.
- k) 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 such contract or arrangement by reason of such director holding such office or by reason of the fiduciary relationship thereby established; provided that there is compliance with the requirements of the Condominium Act with respect to these matters.
- l) 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 of 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.
- m) 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, 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.

- n) **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:
- i) 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, except for his own dishonest or fraudulent acts.
 - ii) 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.
- o) **Fidelity Bonds:** The Board shall require that all directors, officers and employees of the Corporation handling or responsible for the Corporation's moneys or securities furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation and shall constitute a Common Expense.

17. OFFICERS

- a) **Elected Officers:** At the first meeting of the Board of Directors after each election of Directors, the Board shall elect from among its members and at each subsequent annual meeting, a President, Vice-President, Secretary and Treasurer, all of whom shall be directors properly elected in accordance with paragraph 16(d). 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, any retiring officer shall be eligible for re-election provided such person has been reelected as a Director in accordance with paragraph 16(d) herein.
- b) **Appointed Officers:** From time to time the Board may appoint a General Manager, and such other officers (other than officers elected pursuant to paragraph 17(a) 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 17(a) hereof or appointed pursuant to paragraph 17(b) 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.
- c) **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 17(a) who may only be removed from office by a majority vote of the members of the Corporation at a general meeting called for such purpose.
- d) **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.

- e) 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.
- f) General Manager: The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. 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.
- g) Secretary: The Secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, Mortgagees in possession 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; he shall be the 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.
- h) 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 or she 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.
- i) 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.
- j) 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 an affirmative vote of unit owners representing 60% of the common elements. 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.
- k) Removal of Officers: 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 16(d) who may only be removed from office by a majority vote of the members of the Corporation at a general meeting.

ARTICLE IV 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 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 defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company 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 V 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 and as provided for in paragraph 15.00 of the Declaration or until the first general meeting, whichever first occurs, and thereafter the Corporation shall assume all of its duties as herein set forth, and the Declarant shall prepare and adopt a budget for the Corporation for the period from the date of registration of the Declaration and Description until the first fiscal year end, subject to revision pursuant to paragraph 7 of Article VII.

**ARTICLE VI
MANAGEMENT OF THE PROPERTY**

Notwithstanding clause 17.01(e) of the Declaration the Corporation may from time to time enter into an Agreement for the management of the property with a person or persons, corporation or firm selected by the Corporation in its discretion for such period and upon such terms and conditions as the corporation deems expedient provided that any agreement for more than one (1) year must be approved by By-law. In such agreement or agreements, the corporation may delegate to such person or persons, corporation or firm all of its powers and duties, including the collection of common expenses, but not including the assessment of common expenses, and those powers and duties that are specifically required by the Condominium Act to be exercised by the Corporation, or by its Board of Directors.

**ARTICLE VII
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 hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration; together with

All expenses, charges and costs of maintenance of a Guest Suite and a Superintendent Suite, and any other expenses, charges or costs which the Board may incur or expend related 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; together with common element expenses set out above.

The Board shall advise all owners promptly in writing of the amount of common expenses, including those related to the Guest Suite and Superintendent Suite, 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 in possession entered on the register prior to the commencement of the next fiscal period.

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 there 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 the operating 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 VII 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**

Upon the purchase of each unit from the Declarant, or at any time thereafter at the request of the Corporation, each owner shall deposit with the Corporation, or as the Corporation may otherwise direct, an amount equal to three times the monthly assessment relating to 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 moneys in the Reserve Fund shall be accumulated to such amount as may be recommended by the Reserve Fund Study. The Board of Directors shall administer the Reserve Fund with a view to maintaining a sufficient reserve fund to reflect the requirements of proper building maintenance and as required by the Reserve Fund Study.

In the event that, in any one year or at any time, the Reserve Fund is totally or substantially expended, the Board shall prepare succeeding budgets which provide for restoration of the Reserve Fund as required in the Reserve Fund Study.

5. **CONTINGENCIES 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 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 less than thirty (30) days prior to 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, deliver to the Corporation, or as the Corporation may direct in the notice of assessment, twelve 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 or if requested by the Corporation, shall make arrangements for direct debit from the Unit owner's bank account for such amounts. 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 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 is 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 and thereafter monthly contributions shall be determined and paid on the basis of such revised budget.

8. SPECIAL ASSESSMENT

Subject to the provisions in the Condominium Act, extraordinary expenditures not contemplated in the current budget and for which the Board shall not have sufficient funds may be assessed with the consent of the owners of at least sixty-six and two thirds percent (66 2/3%) of the common elements, in addition to the annual assessment and such amount shall be payable by the unit owner.

9. MONEYS ON DEPOSIT

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

10. CONVEYANCE OF UNIT

Every 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.

11. STATEMENT OF ACCOUNT

Within ten (10) days following written application therefore, 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 assessments 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, the Board shall make the books of account and account records available at all times reasonable 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 of each owner of all unpaid assessments, monthly contributions and all other amounts owed by him to the Corporation.

14. ESTOPPEL CERTIFICATE

Any certificate issued by the Corporation to a Mortgagee, purchaser, or other person dealing with an owner, to certify an owner's position with respect to assessments, contributions or otherwise, in compliance with the requirements of Section 31(l)(f) of the Condominium Act and Section 74 of the Regulations made under the Act, which has been signed by two officers of the Corporation under its corporate seal, or by the General Manager or by such other firm or person as may be authorized by Resolution of the Board shall be binding upon the Corporation and all other owners. The Corporation and all other owners 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 VII are fifteen (15) days, or more, in arrears, such arrears shall be charged with interest at the prime rate of (name bank) plus two percent (2%) per annum and shall further incur an additional charge equal to the cost to the Corporation for any returned cheque.
- 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 VIII
DEFAULT**

1. NOTICE OF UNPAID COMMON EXPENSES

The Board whenever so requested in writing by an owner or a Mortgagee, who has given notice of his mortgage to the Corporation, shall promptly report any then unpaid common expenses due from or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are 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 the such notices be sent to him.

ARTICLE IX 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; 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 in possession who from time to time give notice of registration of their mortgages to the Corporation; and
- g) Any such records as are required by the Condominium Act and Regulations made thereto;

All such records shall be available for inspection at reasonable hours and upon reasonable notice by all owners and Mortgagees in possession.

ARTICLE X 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. Any reference to "Owner" shall include where the context allows, the servants, employees, agents, and invitees, tenants and licensees of the Owner and all others over whom the Owner may reasonably be expected to exercise control:

- a) No laundry shall be hung other than on the inside of a unit or in designated laundry areas of the Common Elements.
- 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 prior written consent of the Corporation;

- 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 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 Manager requesting such removal; and pets are not to be kept on open decks where they may annoy the other residents by creating a nuisance;
- e) Nothing may be thrown out of the windows or doors of a unit;
- f) No plumbing or electrical repairs or alterations within any unit or within any partition, bearing or party wall, shall be made without written consent of the Board;
- g) No electrical or telephone installations shall be erected on or fastened to any unit or the outside of the building, that are visible from the exterior or interior of the building, except as approved by the Board;
- h) Not more than four 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;
- i) No unit shall be used for professional or commercial purposes such as, but not limited to, an office for a doctor, dentist, chiropractor or lawyer or for the purpose of the care of infants for remuneration;
- j) No signs, billboards, notices or other advertising or promotional matter of any kind shall be placed on any part of the unit or Common Elements without the written consent of the Board first being obtained;
- k) All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force;
- l) All occupants of Units shall exercise extreme care at all times about making noise. An occupant will not permit any unusual noise or disturbance in the Unit 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 at the times prescribed by the Board. If work is required at other times, the manager must be consulted.
- m) 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;
- n) 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;
- o) 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.

- p) 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 **with the exception of balconies**. 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 Halifax Regional Municipality 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.
- q) No structural changes or alterations shall be made inside or outside any unit without prior written approval from the Board of Directors, after plans and specifications have been submitted for review. Such structural changes or alterations shall include alterations to the exterior doors, windows, screens, walls, or other portions of the building visible from the exterior.
- r) Plumbing facilities and the hot and cold water supply shall be used only for domestic purposes and shall not be used for providing auxiliary heating or cooling of the unit by apparatus or equipment except those uses approved by the Board of Directors;
- s) Air conditioning equipment cannot be installed in Units unless the design, construction, specifications and installation are approved by the Board of Directors.
- t) The use of and covering of the interior surfaces of all windows whether by drapes, shades or other items visible from the exterior of the Unit shall only be permitted if it appears as a neutral, light, solid color from the exterior, or shall be subject to any requirements of the Board;

ARTICLE XI
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 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 at a majority vote at an annual or general meeting of the Corporation.

**ARTICLE XII
APPROVAL OF ALTERATIONS BY UNIT OWNERS**

- 1) Pursuant to Section 4.01(e) of the Declaration, a unit owner is obliged to submit plans before making any alterations or repairs to his unit.
- 2) The word "plans" as used in that Section means "intentions", not architectural drawings.
- 3) Any unit owner desiring to make alterations or repairs to his unit shall submit to the Board at least thirty (30) days prior to commencement of the work a written statement of what it is he intends to do. Such statement shall be accompanied by sketches or architectural drawings only if necessary to explain the work intended to be done. The Board shall give its decision within fifteen days (15) from the time the unit owner gives a written statement of his plans.
- 4) All plans which involve only painting or otherwise redecorating the interior portions of the unit are hereby approved.
- 5) The Board reserves the right to require further information regarding any submission, referred to in paragraph 3 herein. In such event, the unit owner desiring to make such alteration or repairs shall not commence such work until the Board replies in writing that such work may commence. The Board shall give its decision within fifteen days (15) from the time the additional information is provided by the Unit Owner.

**ARTICLE XIII
MAINTENANCE OF THE UNITS AND COMMON ELEMENTS**

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 the By-Laws, repair his Unit after damage, including without limiting the generality of the foregoing, repair of all improvements made by the Declarant in accordance with the Architectural plans and specifications, notwithstanding that some of such improvements may have been made after the registration of the Declaration, at his own expense, with the intent that such Owner will restore his Unit to a state of repair at least equivalent to its condition at the time it was originally completed for sale by the Declarant.

(b) Each Owner shall be responsible for all damages 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 damages to the Common Elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

(c) The Corporation shall make any repairs that an Owner is obligated to make and which are not made within a reasonable time, and in such an event, an Owner shall be deemed to have consented to having such repairs made by the Corporation; and such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, taxed as between solicitor and client, and all sums of money shall bear interest at such rate as the Board of Directors shall decide upon (not exceeding 2% per annum above the prime rate charged by the Corporation's bankers from time to time). The Corporation may collect all such sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution towards the Common Expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

(d) In the event that a Unit contains hardwood flooring, the Unit owner shall be responsible to maintain the hardwood underlay under the flooring in the unit and in the event of the replacement of floor coverings, shall ensure the maintenance of replacement of the hardwood underlay being a sound barrier against noise.

2. REPAIRS OF THE COMMON ELEMENTS

The Corporation shall repair the Common Elements after damage including the repair and replacement of all exterior doors providing ingress to and egress from all Units 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 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 of the Common Elements (except for the repair and maintenance of such portions of the Common Elements which the owner having the exclusive use and possession thereof is obligated to maintain pursuant to paragraph 3 of this Article XIII) without the prior consent in writing of the Board of Directors of the Corporation.

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 of Directors.

**ARTICLE XIV
BORROWING OF MONEY**

1. BORROWING

The Directors may from time to time borrow money from a chartered bank or other lending institution (herein called the "Bank") upon the credit of the Corporation on cheques, promissory notes, bills of exchange or otherwise in such amounts and subject to such terms as may be considered advisable; AND may assign, transfer, convey, hypothecate, mortgage, charge or pledge to or in favour of the Bank any property of the Corporation, real or personal, moveable or immoveable, present or future, including book debts, unpaid calls, rights, powers, undertakings, franchises and the Corporation's own debentures, as security for the fulfillment of any liabilities or obligations, present or future, of the Corporation to the Bank and may empower the Bank or any person or persons to sell by public or private sale, assign, transfer or convey from time to time any such property; AND may sign, make, draw, accept, endorse, execute and deliver on behalf of and in the name of the corporation all such cheques, promissory notes, bills of exchange, drafts, acceptances, orders for the payment of money, warehouse receipts, bills of lading, agreements to give security, assignments, transfers, conveyances, hypothecs, mortgages, pledges, securities and other agreements, documents and instruments as may be necessary or useful in connection with the borrowing of money by and other banking business of the Corporation, provided that the authority of the Directors to exercise any of the powers given herein is subject always to the approval of a majority of the Unit Owners representing 66 2/3% of the common elements, for each individual borrowing or other exercise of powers herein, being obtained at a meeting to be called for the purpose of obtaining such approval.

2. EXERCISE OF RIGHTS

The Directors may authorize any one or more directors, officers, employees or agents of the Corporation to exercise any of the rights, powers and authorities conferred by this By-Law upon the Directors.

**ARTICLE XV
GUEST SUITE**

1. GUEST SUITE

Each owner and/or their guests shall be entitled to the use and enjoyment of the Guest Suite subject to the fees, notice requirement and such other rules and/or requirements as may be implemented from time to time by the Board of Directors.

**ARTICLE XVI
MISCELLANEOUS**

1. SEVERABILITY

The invalidity in whole or in part of any article or articles, paragraph or clause or clauses in this By-law contained shall not affect the validity of the remaining portions of such article or articles, paragraph or paragraphs, or clause or clauses of this By-law.

2. INTERPRETATION

In this By-law 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 reenactment 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.

6. SCHEDULES

Schedule "A" attached hereto shall be the Rules and Regulations respecting the use of the Common Elements.

SCHEDULE "A" to By-Law Number One of
HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 276

ENACTED THE 30th DAY OF August, 2005

RULES AND REGULATIONS GOVERNING THE USE OF COMMON ELEMENTS

GENERAL

1. The sidewalks, parking areas and entry areas of the building 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 building, without the written consent of the Board first being obtained.
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.
6. 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 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.
7. 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 **with the exception of balconies**. 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 Halifax Regional Municipality 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. Unit owners shall not throw or allow to be thrown, anything out of windows or doors, or down passages of the Corporation.
14. Waterbeds are strictly prohibited.
15. Unit owners shall not place any personal property on the outside of window sills or on the edge of any balconies.
16. Unit owners shall not leave water running in the unit unless it is in actual use.
17. 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, such as satellite dishes, will be permitted that are visible from the exterior of the building.
18. No painting or decorating of halls, doors or other common areas shall be carried out by the occupants.
19. The lands, gardens, walks and other external common elements shall be used in a quiet and proper manner and with due regard to the comfort and convenience of other owners.
20. The stairways and other parts of the Common Elements designed for passage shall be used for that purpose only and shall not be obstructed by bicycles, baby carriages, parcels or other objects.
21. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, or flower-beds and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of the lawns from time to time.
22. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements without the prior written consent of the Board.

23. No part of the Common Elements including limited common elements shall be used for the erection, placing, or maintenance of clotheslines, incinerators, garbage disposal equipment, fences or other barriers, or for the disposal of rubbish, garbage or waste by a unit owner without the prior consent of the Board. No television antennae, aerial or tower or appurtenances thereto shall be erected on any part of the common elements.
24. No owner, occupant or guest shall do anything that will be noisy or offensive in the common elements, so as to interfere with the enjoyment by any owner of the common elements or his unit.
25. No one shall modify the common elements, nor may erect, plant, shrubs, hedges, trees, bushes on or to the property, affix any fences, or cut down trees on the property unless they are dead or diseased, without the prior written permission of the Board of Directors.
26. With the exception of items commonly found on a balcony, such as, but not limited to, patio furniture and barbeques, decks shall not be used as storage areas.
27. No person shall smoke in any of the common areas.

PARKING; AUTOMOBILES; BICYCLES; CAMPERS AND SIMILAR VEHICLES

1. Automobiles belonging to occupants must bear identification as may be provided by the Corporation at all times and shall be parked in their assigned Parking Spaces only.
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. No parking is allowed at any time in front of the building entrances, except for emergency vehicles. These areas are reserved for discharging and picking up passengers.
5. Excessive noise, loud talking, slamming of doors, racing of engines and the use of horns is prohibited everywhere on the premises.
6. Only emergency car repairs may be made anywhere on the premises.
7. Vehicles must be driven slowly when entering and leaving the parking area.
8. Motor vehicles other than motorcycles and private passenger automobiles shall not be parked in any parking space within the common elements.
9. A private passenger automobile which is not being used from day to day which is undergoing repairs of any nature, shall not be parked or located upon the common elements or any part thereof.

10. No occupant shall keep or park on the common elements any trailers, vans (except passenger vans or mini-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.
11. 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.
12. No car washing is permitted except as specified by the Board.
13. Bicycles may be parked or stored as specified by the Board.
14. Bicycles are not to be parked, chained to or left outside the building at any location.
15. 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.
16. No occupant shall keep or park on the common elements any trailers, vans (except passenger vans or mini-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.
17. 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.
18. No car washing is permitted except as specified by the Board.

PETS

1. No pets or animals shall be kept or maintained in or about the condominium property, except as allowed by the sole discretion of the Board (referred to herein as "Pet" or "Pets") subject to the following terms and conditions: No pets shall be permitted in the units without first having obtained written authorization from the Board.
2. Pets must not be curbed near the building, walkways, shrubbery, gardens or any other public space. Pets must be walked off the Condominium property.
3. Pets are not to be kept anywhere they may annoy other residents by creating a nuisance.

STORAGE

1. No item which creates a risk of fire, explosion, leakage or odour shall be stored in the storage areas for any cause whatsoever;
2. The Corporation shall not be responsible for loss of or damage to any property in the storage spaces/areas for any cause whatsoever;
3. Unit owners storing anything in authorized 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.