

# **Notre Maison Condominium Corporation (the "Corporation")**

**Condominium Plan Number 102371015**

## **Disclosure Statement Pursuant to Section 26(1) of *The Condominium Property Act, 1993* (the "Act")**

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### **Date**

1 December 2021

### **Condominium Plan**

The condominium plan is attached hereto as Appendix [•].

### **Standard Unit Description**

The "Standard Unit Description" for each unit is: a bare land condominium unit having the boundaries identified on the condominium plan and containing no betterments or improvements whatsoever.

All improvements to the units are to be made or acquired by the unit owners. Each unit owner shall be responsible for insuring any and all improvements made to a unit that are not included in the Standard Unit Description.

The units have not been converted from any previous use as an apartment, tenement, flat or other purpose.

### **Common Property, Common Facilities and Services Units**

There is no common property, common facilities or services units included in the condominium plan.

### **Parking**

Parking is contained within each bare land unit. There are no parking units or other parking spaces available within the condominium plan.

### **Bylaws**

The standard bylaws attached to the Act have been revised to provide greater autonomy to owners of these bare land condominium units. The proposed bylaws of the Corporation are attached hereto as Appendix [•].

### **Property Management Agreement**

A property management agreement is currently being negotiated and this disclosure statement will be updated once such negotiations are completed.

### **Recreational Agreement**

There is no recreational agreement or proposed recreational agreement.

### **Mortgages**

There is no mortgage that affects, or proposed mortgage that may affect, the title to a unit or proposed unit.

### **Tenants and Rental Management Pool**

As of the date of this Disclosure Statement, there are (i) no units occupied by tenants and (ii) no units designated for occupancy by tenants rather than for sale to owners.

There are no plans or agreements that establish a short-term rental management pool for units within the condominium plan.

### **Caretaker's Suite**

There is no caretaker's suite included.

### **Units Designated for Non-residential Use**

There are no units in the condominium plan designated for non-residential use.

### **Saskatchewan Condominium Act and Regulations**

Copies of *The Condominium Property Act, 1993* and *The Condominium Property Regulations, 2001* are attached hereto as Appendix [•].

### **Contributions to the Common Expenses Fund and the Reserve Fund**

Contributions to the common expenses fund will commence following the first annual meeting of the condominium board, which meeting is anticipated to be on or before 29 November 2022.

Contributions to the reserve fund will commence following the first annual meeting of the condominium board, which meeting is anticipated to be on or before 28 November 2022.

**[NTD: The first annual meeting must be held no later than one year after titles are raised (which was 29 November 2021). At this first annual meeting the board will be appointed.]**

### **Buildings to be Constructed by Developer**

The developer will construct, for owners, the street townhouses described in Appendix [•] attached hereto.

### **Security**

No security is required from the developer under the Act.

### **Developer's Declaration**

A copy of the developer's declaration is attached hereto as Appendix [•].

### **Insurance**

The Corporation will not obtain insurance to cover common property, common facilities, services units or units because there is no common property, common facilities or services units and there are no insurable improvements included in the Standard Unit Description.

**[NTD: The corporation still has some other insurance obligations under the Act. The Act states that the corporation shall obtain and maintain:**

**(a) insurance against its liability:**

**(i) arising from its breach of duty as occupier of the common property, common facilities or services units;**

**(ii) arising from its ownership, or arising from the use or operation, by it or on its behalf, of boilers, machinery, pressure vessels and motor vehicles;**

**(iii) incurred by a member of the board or an officer of the corporation arising out of any act or omission of the member or officer with respect to carrying out the functions and duties of the member or officer unless it is shown that the member or officer acted in bad faith; and**

**(iv) incurred by it arising out of any act or omission of a member of the board or an officer of the corporation with respect to carrying out the functions and duties of the member or officer; and**

**(b) any other insurance that is specified in the bylaws of the corporation or directed by the board.]**

**END**

# **Notre Maison Condominium Corporation**

## **Bylaws**

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## I. INTERPRETATION AND GENERAL ACKNOWLEDGEMENTS

### 1 Interpretation

- (1) In these Bylaws:
  - (a) "**Act**" means, collectively, *The Condominium Property Act, 1993* (Saskatchewan) and any regulations made under *The Condominium Property Act, 1993* (Saskatchewan) from time to time, including *The Condominium Property Regulations, 2001* (Saskatchewan), as the same may be amended from time to time;
  - (b) "**Annual Meeting**" means an annual general meeting of the Corporation;
  - (c) "**Board**" means the board of directors of the Corporation;
  - (d) "**Bylaws**", "**Rules**", "**Regulations**" and "**Resolutions**" mean, respectively, the by-laws, rules, regulations and resolutions, as the case may be, now existing or in the future enacted or promulgated by the Corporation, as amended from time to time;
  - (e) "**common expenses**" means the expense of performing the objects and duties of the Corporation as defined in the Act and these Bylaws and any expenses specified as common expenses in these Bylaws;
  - (f) "**common property**" means the part of the land and buildings included in the Condominium Plan that is not included in any unit shown in the Condominium Plan;
  - (g) "**common unit improvements**" means the plumbing sewer main and the water main within the Condominium Plan (but, for clarity, does not include any service lines leading from the sewer main and the water main to buildings);
  - (h) "**Condominium Plan**" means the plan registered by the developer under the Act;
  - (i) "**Corporation**" means Notre Maison Condominium Corporation, as constituted or continued pursuant to section 34 of the Act;
  - (j) "**General Meeting**" means a general meeting of the Corporation other than the Annual Meeting;
  - (k) "**Interest Rate**" means the greater of twenty three (23%) per cent or the maximum rate allowable by the Act;
  - (l) "**Manager**" means the professional manager employed or contractually appointed by the Corporation from time to time to manage the day to day affairs of the Corporation;
  - (m) "**mortgagee**" means the holder of a mortgage registered against the title of one or more units;
  - (n) "**occupant**" means a person present in a unit or in or upon the real or personal property of the Corporation with the permission of an owner, and includes a tenant;
  - (o) "**owner**" means the registered owner(s) of a title to a unit;
  - (p) "**Standard Unit**" means the unit specifications registered as the standard unit by the Corporation;
  - (q) "**tenant**" means anyone residing in the unit other than the owner; and
  - (r) "**unit**" means an area designated as a unit by the Condominium Plan.
- (2) Words or expressions defined in section 2 of the Act have the same meaning in these Bylaws.
- (3) The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any bylaw.
- (4) The rights and obligations given or imposed on the Corporation or the owners pursuant to these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the owners pursuant to the Act.
- (5) If there is any conflict between these Bylaws and the Act, the Act prevails.
- (6) The provisions of these Bylaws shall be deemed independent and severable and the invalidity, in whole or in part or any section, part or provision herein, shall not affect the validity of the whole or remaining sections, parts or provisions herein contained, which shall continue in full force and effect as if the invalid portion has never been included herein.

### 2 General Acknowledgements

- (1) It is acknowledged that:
  - (a) the Condominium Plan contains no common property;

- (b) there are no common facilities other than the common unit improvements; and
- (c) the Standard Unit contains no betterments or improvements and all betterments and improvements with respect to a unit are made or acquired by owners.

## II. DUTIES OF THE OWNER

### 3 Duties of the Owner

- (1) An owner shall:
  - (a) permit the Corporation and its agents, at all reasonable times with notice, except in case of emergency when no notice is required, to enter in or on the owner's unit for the purposes of:
    - i. inspecting the unit;
    - ii. inspecting, maintaining, repairing or replacing the common unit improvements; or
    - iii. ensuring that the Bylaws are being observed;
  - (b) promptly carry out all work that may be required pursuant to these Bylaws or as required by a local authority or other public authority respecting the owner's unit;
  - (c) repair and maintain the owner's unit, and keep it in a state of good repair so as not to cause any damages to the unit, any other unit or the common unit improvements, reasonable wear and tear excepted;
  - (d) obtain the written consent of the Board, which will require proof of any required permits to complete the work and inspections by an engineer or any other professional by directed by the Board, prior to commencing any:
    - i. repairs, replacements, additions or alterations that may affect the common unit improvements or any other unit; and
    - ii. structural repairs, additions or alterations within the unit; and
  - (e) not, in the course of any repair, maintenance, cleaning, renovation or alteration of the owner's unit, permit or cause to be permitted or to be registered against any other owner's unit any claim, lien, charge or encumbrance;
  - (f) keep the owner's unit in a clean and safe condition as determined in the sole discretion of the Board. If the owner does not maintain the owner's unit to a reasonable standard as determined in the sole discretion of the Board, the Corporation may give fifteen (15) days' notice to the owner to this effect if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and charge the owner for the cost of the work plus a 15% fee for completing the work;
  - (g) promptly notify the Corporation of:
    - i. any change in the ownership of the unit;
    - ii. any change in address for service;
    - iii. any mortgage registered against the unit;
    - iv. any intent to rent the unit and when rented provide to the Board the complete contact information of both the tenant and the owner(s) and within twenty (20) days of the tenancy ending, notice that the unit is no longer rented; or
    - v. any damage occurring to the unit or any public liability that may be covered by the corporation's insurance policy as soon as reasonably possible after the occurrence of the damage and the owner shall comply with the provisions of the corporation's insurance policy;
  - (h) promptly pay to the Corporation, when due, all rates, fees, taxes, charges and assessments that may be payable respecting the owner's unit, including all common expenses (which shall include, for clarity, the cost of any common utilities), reserve fund expenses, special contributions or other charges assessed by the Corporation. Any amounts due to the Corporation by an owner as a result of any levy, any charges pursuant to these bylaws, provision of services, default of the bylaws, repair and maintenance as a result of an owner, or any other charges or expenses, including legal costs on a solicitor-client basis, shall be added to the common expenses assessment of the owner's unit. Failure to pay said expenses or assessments, when due, shall be subject to interest at the Interest Rate until paid in full;
  - (i) promptly pay all rates, taxes, charges and assessments that may be payable respecting the owner's unit;



- (j) provide the Corporation or its Manager, if so requested, with pre-authorised debit authorisation or up to twelve (12) duly executed post-dated cheques for duly assessed condominium contributions;
- (k) reimburse the Corporation for any and all costs and/or damages incurred by the Corporation as a result of the acts, errors or omissions, negligent or otherwise, of any owner, the owner's family, occupant, tenants, agents, invitees, licensees and/or any other person for whom the owner may be responsible for at law and such costs/damages shall be added to the common expenses payable by the owner in accordance with section 38 of these Bylaws, and be the strict liability of the owner of the unit being the originating cause of such costs and/or damages;
- (l) reimburse the Corporation for any and all costs including but not limited to administrative costs and client solicitor costs incurred by the Corporation in obtaining the owner's compliance with the Bylaws and rules or regulations in place by the Board from time to time and payment of any fees or charges pursuant to these bylaws;
- (m) pay to the Corporation, interest at the Interest Rate, on any amounts due by an owner to Corporation from the earlier of the date of the notice of demand or the date the amount was incurred by the Corporation until such amounts are paid in full;
- (n) use and enjoy the owner's unit in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other owners or occupants;
- (o) not infringe on any other owner's unit;
- (p) not do or permit anything to be done that may cause damage to or will alter the exterior appearance/style of the unit, without first obtaining the written consent of the Corporation;
- (q) ensure that the owner and the owner's family, tenants, and/or visitors comply with these Bylaws and the rules and regulations made by the Board from time to time;
- (r) maintain, and repair and replace windows and doors of the unit in accordance with the style guidelines and architectural controls put in place by the Board from time to time;
- (s) maintain the backyard portion of the unit in accordance with the style guidelines in place by the Board from time to time;
- (t) maintain the fencing in accordance with the style guidelines in place by the Board from time to time;
- (u) provide the Corporation with a key to the unit and the code for the alarm if applicable so that the Corporation can access the unit for its purposes when notice is given or in emergency situations; and
- (v) make all suggestions, questions or complaints to the Board in writing by delivering such letter to a Board member, depositing it into the Corporation's mailbox or sending it via email to the Corporation's email address. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Board.

### **III. POWERS AND DUTIES OF THE CORPORATION**

#### **4 Duties of Corporation**

- (1) In addition to the applicable duties of the Corporation set forth in the Act, the Corporation, through its Board shall:
  - (a) control, manage, administer, and maintain the common unit improvements, and all real property, chattels, personal property, or other property owned by the Corporation for the benefit of all owners;
  - (b) do all things required of it by the Act, these By-laws and any other rules and regulations in force from time to time;
  - (c) be responsible for the enforcement of its bylaws and the control, management, and administration of the common unit improvements, and as such have such further and other duties as set forth in the Act;
  - (d) maintain and repair (including renewal where reasonably necessary) the common unit improvements. If any apparatus or equipment part of the common unit improvements becomes out of repair or is damaged or destroyed, the Corporation shall have a reasonable time in which to repair or replace such apparatus or equipment and the Corporation shall not be liable for direct, indirect or consequential damages to the unit and shall not be liable for personal discomfort, illness or for alternate accommodation expenses suffered or incurred by an owner resulting from the failure of such apparatus or equipment, as aforesaid;

- (e) provide and maintain in force all such insurance required by the Act and by the provisions of these Bylaws, as applicable, and on written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or person authorised in writing by the owner or mortgagee, the policy or policies of insurance obtained by the Corporation and the receipt or receipts for the last premium or premiums paid by the Corporation;
- (f) keep and maintain for the benefit of the Corporation and all owners, copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals including all documents provided to the Corporation pursuant to section 12 of the Act and on written request by an owner allow the owner to review the documents;
- (g) collect or cause to be collected and receive or cause to be received all contributions towards the common expenses and reserve expenses and deposit same in separate bank accounts with a chartered bank, trust company or credit union;
- (h) set service fees from time to time with respect to services provided by the Corporation to an owner;
- (i) establish and maintain a reserve fund in such amount as the Board may determine from time to time to be fair and prudent for major repairs and capital replacement of any real and personal property owned by the Corporation and the managed property where the repair or replacement is of a nature that does not occur annually;
- (j) pay all sums of money properly required to be paid on account of all utilities, services, supplies and assessments pertaining to and for the benefit of the parcel, the Corporation and the owners as the Board may deem justifiable in the management and administration of the entire condominium project; and
- (k) be responsible for the maintenance, repair and replacement of the common unit improvements

## 5 Powers of Corporation

- (1) In addition to the powers of the Corporation set forth in the Act, the Corporation, through its Board, may:
  - (a) acquire personal property to be used for the maintenance, repair or replacement of the personal property of the Corporation or the common unit improvements;
  - (b) borrow money required by it for the performance of its duties or the exercise of its powers;
  - (c) secure the repayment of money borrowed by it and interest on that money by:
    - i. negotiable instrument; and/or
    - ii. a mortgage of unpaid contributions, whether levied or not;
  - (d) grant a security interest in personal property that is owned by the Corporation or in any amount that is due from an owner pursuant to section 57 or 58 of the Act;
  - (e) invest any common expenses funds and reserve expenses funds that are not immediately required in investments in which a trustee may invest pursuant to *The Trustee Act, 2009* (Saskatchewan);
  - (f) subject to section 59 of the Act, charge interest, at the Interest Rate on any money owing to it by an owner;
  - (g) make an agreement with an owner or tenant of a unit for the provision of amenities or services by it to the unit or to the owner or tenant of the unit;
  - (h) make rules and regulations, from time to time, for the enforcement of these Bylaws, control, management and administration of the common unit improvements and as necessary or desirable for the use, enjoyment and safety of the common unit improvements;
  - (i) raise amounts so determined by the Board from time to time by levying assessments on the owners in proportion to the unit factors for their respective units or as otherwise herein provided. **The Board shall notify owners, in writing, fifteen (15) days prior to the end of the fiscal year of the amount of their respective assessments toward the common expenses and the reserve fund for the ensuing year. Such notification shall be accompanied by a copy of the budget on which the common expenses and reserve fund requirements are based;**
  - (j) if at any time, it appears that the annual assessment or contribution toward the common expenses or reserve fund expenses will be insufficient to meet the expenses of the Corporation, the Corporation may assess and collect a special contribution or contributions against each unit in proportion to their unit factors, in an amount sufficient to cover the expenses. **The Board shall serve notice of a special**

**assessment on the owners setting out the reason for the assessment, the amount and the date that such amount is due by the owner;**

- (k) permit owners in good standing to pay their condominium fees on a monthly basis, such amounts to be due on the first of each month; provided, however, that in the event any owner is late in the payment of such instalments, and such delay in payment occurs in any three months of the fiscal year, which need not be consecutive, the Board can accelerate the payments and declare the balance remaining for the rest of the fiscal year to be due and owing; and
- (l) do all things that are, either or both, incidental or conducive to the exercise of its powers granted under the Act or the Bylaws.

#### **IV. ELECTION OF THE BOARD**

##### **6 Members of the Board**

- (1) The Board is to consist of not less than two (2) and not more than five (5) owners or their designates.
- (2) An owner may appoint a designate. The appointment of a designate must be in writing and must be signed by the owner or the owner's attorney. The revocation of the appointment of a designate must be in writing and must be signed by the owner or the owner's attorney.
- (3) Where a corporation is an owner, it may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative for election to the Board and if elected to attend meetings thereof and vote at such meetings on behalf of the corporation and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board;
- (4) At each Annual General Meeting of the Corporation all the members of the Board whose term has expired shall retire from office and the owners shall elect new Board members in accordance with these Bylaws.
- (5) If an election of Board members is not held at the proper time, the incumbent Board members shall continue in office until their successors are elected.

##### **7 Eligibility to Sit on the Board**

- (1) If a unit has more than one owner, only one owner, or the owner's designate, respecting that unit, shall sit on the Board as a voting member at one time. If there is not sufficient volunteers for the Board a second unit owner can participate in the Board as a non-voting member.
- (2) An individual shall not be a member of the Board unless that individual is 18 years of age or older.
- (3) An owner who has not paid to the Corporation the contributions due and owing respecting the owner's unit or is in arrears on any sums owing to the Corporation, is not eligible, nor is the owner's designate, for election to the Board.
- (4) An owner is not eligible to sit on the Board if the owner:
  - (a) is bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
  - (b) is determined to lack capacity upon assessment as prescribed under *The Adult Guardianship and Co-decision-making Act* (Saskatchewan); or
  - (c) has been convicted of an indictable offence for which the owner was liable to imprisonment for a term of not less than two years.

##### **8 Voting**

- (1) At an election of members of the Board, each person entitled to vote may vote for the same number of nominees as there are vacancies to be filled on the Board.

##### **9 Term of Office**

- (1) Subject to section 9(2), a member of the Board shall be elected at an annual meeting for a term expiring not later than the conclusion of the annual meeting convened in the second year following the year in which the member was elected to the Board.
- (2) At the first annual meeting convened pursuant to Section 38 of the Act:
  - (a) not more than 50% of the members of the Board are to be elected for a term expiring at the conclusion of the annual meeting convened in the year following the year in which they were elected; and
  - (b) the balance of the members are to be elected for a term expiring at the conclusion of the annual meeting convened in the second year following the year in which they were elected.

- (3) Each member of the Board shall remain in office until the occurrence of any of the following:
  - (a) the office becomes vacant pursuant to section 11 of these Bylaws;
  - (b) the member resigns;
  - (c) the member is removed pursuant to section 10 of these Bylaws; or
  - (d) the member's term of office expires.
- (4) A Board member shall be eligible for re-election at the expiry of the member's term.
- (5) Each member of the Board may stand for election for three (3) consecutive terms, but cannot serve for more than three (3) consecutive terms (a total of 6 years) unless otherwise allowed by a majority vote of the owners at an annual general meeting.
- (6) Subject to subsection 9(5), a Board member who served three (3) consecutive terms is eligible for re-election or appointment, one year after they last served on the Board.

#### **10 Removal of a Member of the Board**

- (1) Except when the Board consists of less than three individuals, the Corporation may, by resolution at a General Meeting, remove a member of the Board before the expiration of the member's term of office and appoint another individual in the member's place to hold that office for the remainder of the term.

#### **11 Vacating of the Office of a Member of the Board**

- (1) The office of a member of the Board is vacated if the member:
  - (a) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
  - (b) is more than 30 days in arrears in payment of any contribution required to be made by the member as an owner;
  - (c) is determined to lack capacity upon assessment as prescribed under *The Adult Guardianship and Co-decision-making Act* (Saskatchewan), or dies;
  - (d) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than two years;
  - (e) resigns the member's office by serving notice in writing on the Corporation;
  - (f) is more than sixty (60) days in arrears in payment of any contribution or sum required to be made by the member as an owner;
  - (g) is absent from three consecutive meetings of the Board without permission of the Board and it is resolved at a subsequent meeting of the Board that the member should be removed from the member's office; or
  - (h) in the case of a corporate owner, the corporation becomes bankrupt or makes an assignment for the benefit of its creditors or if proceedings are commenced to wind up the company.

#### **12 Filling Vacancy**

- (1) When a vacancy occurs on the Board pursuant to section 10 or 11 of these Bylaws, the Board may appoint an individual to fill that office until the next Annual Meeting. In the absence of a quorum of the Board, or if the vacancy has arisen from a failure of the unit owners to elect the minimum number of Board members, the Board shall as soon as reasonably possible call a general meeting of unit owners to fill the vacancy. If the Board fails to call such meeting or if there are no such Board members then in office, any unit owner may call the meeting. Any Board member appointed or elected to fill a vacancy holds office for the unexpired term of the member's predecessor.

### **V. OFFICERS OF THE CORPORATION**

#### **13 Officers**

- (1) At the first meeting of the members of the Board held after the General Meeting of the Corporation at which they were elected, the Board shall designate from its members a president, vice-president, secretary and treasurer of the Corporation.
- (2) The Board may designate a member to fill one or more of the offices mentioned in section 13(1).
- (3) In addition to those duties assigned to the officers by the Board, the president or, in the event of the president's absence or disability, the vice-president, shall act as chairperson of the meetings of the Board.

- (4) Where the president or vice-president is not available at the beginning of the meeting, the Board shall elect a chairperson for the meeting and, if any chairperson so elected vacates the chair during the course of a meeting, the Board shall choose another chairperson who has the same rights of voting.
- (5) A person ceases to be an officer of the Corporation if the person ceases to be a member of the Board.
- (6) If a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

## **VI. MAJORITY VOTE AND QUORUM OF THE BOARD**

### **14 Majority Vote**

- (1) At meetings of the Board, all matters are to be determined by majority vote, and, in the event of a tie vote, the chairperson is entitled to cast a deciding vote in addition to the chairperson's initial vote.
- (2) A quorum of the Board is two (2) where the Board consists of four (4) or less members and three (3) where it consists of five members.

## **VII. WRITTEN RESOLUTIONS**

### **15 Written Resolution**

- (1) A written resolution of the Board signed by a majority of the members of the Board has the same effect as a resolution passed at a meeting of the Board properly convened and held.
- (2) The written resolution may be communicated to each Board member by electronic means including but not limited to facsimile and/or email and when the signature of a majority of the members appears on a copy of the resolution, or an email response approving the resolution is received from a majority of the members of the Board, or majority of a combination thereof, the resolution is considered passed, whether or not each signature is an original or whether approval was given via email. For the purposes of approval, an email response by a Board member is to be treated as though the email response was signed by said member.
- (3) A copy of every resolution mentioned in sections 15(1) and 15(2) is to be kept with the minutes of the Board.

## **VIII. SEAL AND SIGNING AUTHORITY OF THE CORPORATION**

### **16 Seal of the Corporation**

- (1) The Corporation shall have a corporate seal that is not to be used except under the authority of a resolution of the Board given prior to its use.

### **17 Signing Authority**

- (1) The Board shall prescribe, by resolution:
  - (a) those officers or other persons who are authorised to sign cheques, drafts, instruments and documents not required to be signed under the corporate seal; and
  - (b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.

## **IX. POWERS AND DUTIES OF THE BOARD**

### **18 Duties of the Board**

- (1) The Board, in addition to the duties imposed in the Act, shall:
  - (a) Meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit;
  - (b) Meet when a member of the Board provides the other members with at least seven days' notice of a meeting proposed by the member specifying the reason for calling the meeting;
  - (c) Maintain financial records of all the assets, liabilities and equity of the Corporation;
  - (d) shall prepare and maintain records containing:
    - i. minutes of meetings and resolutions of unit owners;
    - ii. minutes of meetings and resolutions of the Board or any committees;
    - iii. copies of all notices required to be sent by the bylaws or by the Act;
    - iv. financial records of all the assets, liabilities and equity of the Corporation
    - v. unit register;

- vi. copy of the insurance policy of the Corporation;
- vii. correspondence sent or received by the Corporation or the Board for a reasonable amount of time; and
- viii. inspection reports.

Such records shall be kept at such place as the Board may from time to time designate, and which at all reasonable times shall be open to inspection by the owners or their agents. Any owner is entitled upon request and without charge to one copy of the bylaws. Any owner or the owner's agent is entitled upon request and upon payment of a reasonable fee to a copy of any other of the records set out above;

- (e) Determine the fiscal year of the Corporation;
- (f) Submit an annual report consisting of the financial statements and other information that the Board may determine or that may be directed by a resolution passed at a General Meeting to the Annual Meeting;
- (g) Monitor and enforce compliance with the Act, these By-laws and any rules and regulations in place from time to time; and
- (h) Keep a copy of the Act, and any amendments thereof.

## **19 Duties of the Officers**

- (1) The president, or in the event of president's absence or disability, the vice president shall:
  - (a) be the chief executive of the Corporation;
  - (b) chair all Board, Annual General Meetings and General Meetings of the Corporation;
  - (c) oversee the operation of the Corporation and bring matters requiring attention to the Board; and
  - (d) carry out other duties as the Board directs.
- (2) The vice-president or, in the event of the vice-president's absence or disability, another member designated by the Board, shall:
  - (a) carry out the duties of the president during the president's absence or disability; and
  - (b) carry out duties as the Board directs.
- (3) The secretary or, in the event of the secretary's absence or disability, another member designated by the Board shall:
  - (a) record and maintain all the minutes or meetings of the Board;
  - (b) prepare the correspondence of the corporation; and
  - (c) carry out the secretary's duties under the direction of the chairperson and the Board.
- (4) The Treasurer or, in the event of the Treasurer's absence or disability, another member designated by the Board, shall:
  - (a) receive all money paid to the Corporation and deposit that money as the Board may direct;
  - (b) properly account for the funds of the Corporation and keep those books as the Board directs;
  - (c) present to the Board when directed to do so by the Board, a full detailed account of receipts and disbursements of the Corporation; and
  - (d) prepare for submission at the annual meeting:
    - i. a budget for the forthcoming fiscal year of the Corporation; and
    - ii. the audited or reviewed financial statement completed by a certified accountant, as decided by annual vote of the owners, for the most recently completed fiscal year of the Corporation.
- (5) All officers of the Corporation shall act honestly and in good faith and with a view to the best interests of the Corporation, and each member of the Board shall exercise care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

## **20 Powers of the Board**

- (1) The Board may:
  - (a) employ on behalf of the Corporation any agents and employees it considers necessary to control, manage and administer the real and personal property of the Corporation and the common unit improvements

and, in that respect, may authorise those persons to exercise the powers and carry out the duties of the Corporation; and

- (b) subject to any restriction imposed on it or direction given to it at a General Meeting of the Corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.

## **X. PROCEDURE FOR ANNUAL MEETING AND GENERAL MEETINGS**

### **21 Annual General Meetings**

- (1) The Board shall convene an Annual Meeting of the owners once in every year, or in any event no later than 15 months after the end of the preceding Annual Meeting.

### **22 Order at Meetings**

- (1) All meetings of the Board and General Meetings are to be conducted according to the rules of order adopted by the meeting.

### **23 Owners Requesting Meeting**

- (1) The Board, on the written request of owners or their designates entitled to vote who represent not less than 25% of the total unit factors for the units, shall convene a General Meeting no later than 45 days after the request is received by any member of the Board.
- (2) The written request for a General Meeting mentioned in section 23(1) is to state the general nature of the business to be conducted at the meeting.
- (3) The Board shall prepare an agenda, including the matter requested pursuant to section 23(2), and may add matters to the agenda other than those requested pursuant to section 23(2).

### **24 Board Requesting Meeting**

- (1) The Board may, whenever it thinks fit, convene a General Meeting.
- (2) The Board shall prepare an agenda specifying the general nature of the business to be conducted at the meeting convened pursuant to section 24(1).
- (3) Section 25 applies, with any necessary modification, to the giving of notice with respect to a meeting convened pursuant to this section.

### **25 Notice of Meetings**

- (1) When an Annual Meeting or a General Meeting is to be convened, the Board, not less than seven days prior to the day on which the meeting is to be convened, shall give to each owner written notice of the meeting stating:
  - (a) the place, date and time at which the meeting is to be convened; and
  - (b) the nature of all business to be brought forth at the meeting and level of approval required for each item.
- (2) Written notice of a meeting in accordance with this section can be delivered by fax, email, or other electronic communication, provided that the owner consents to the means of electronic communication used, in advance. When electronic communication is used, notice shall be deemed to be received upon the electronic transmission being sent. Where consent has not been given for electronic notice, written notice can be delivered via mail or by delivering a copy of the notice to the unit.
- (3) On being notified by a mortgagee entitled to vote pursuant to section 42 of the Act that it wishes to be notified of Annual and General Meetings, the Board shall give to that mortgagee the same notices required to be given to the owner pursuant to section 25(1).
- (4) An Annual Meeting or a General Meeting or anything done at a meeting is not invalid by reason only that a person was inadvertently not given notice pursuant to section 25(1) for that meeting.

### **26 Quorum**

- (1) Except as otherwise provided by these Bylaws, no business shall be transacted at an Annual Meeting or a General Meeting unless a quorum of persons entitled to vote is present or represented by proxy at the time when the meeting begins.
- (2) A quorum for an Annual Meeting or a General Meeting consists of not less than the number of persons or proxies representing 25% of all the unit factors.

- (3) If, within 30 minutes from the time appointed for the commencement of an Annual Meeting or a General Meeting, a quorum is not present, the meeting stands adjourned to the corresponding day in the next week at the same place and time.
- (4) If, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purposes of that meeting.

## **27 Chairperson**

- (1) The president, or in the event of the president's absence or disability, the vice-president or other person elected at the meeting shall act as chairperson of an Annual Meeting or a General Meeting.
- (2) The order of business at an Annual Meeting, and as far as is practicable at any General Meeting, may be as follows:
  - (a) call to order by the chairperson;
  - (b) calling of the roll and certifying of proxies;
  - (c) proof of notice of meeting or waiver of notice;
  - (d) reading and approval of any unapproved minutes;
  - (e) reports of officers;
  - (f) reports of committees;
  - (g) financial review and appointment of auditors, if any;
  - (h) election of members of the Board;
  - (i) unfinished business;
  - (j) new business; and
  - (k) adjournment.

## **28 Corporate Representatives**

- (1) A certificate or notice in writing by a corporate owner authorising an individual to act as its representative at the meeting of the unit owners shall, without notice of defect, be effective for the Corporation to rely on irrespective of form and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation that the person represents as the corporation could exercise if an individual.
- (2) A certificate or notice in writing by a mortgagee, authorising an individual to act as its representative at the meeting of the unit owners shall, without notice of defect, be effective for the Corporation to rely on irrespective of form and the person so authorised shall be entitled to exercise the same powers on behalf of the first mortgagee that the person represents as the first mortgagee could exercise if an individual.

## **29 Convening of Meetings**

- (1) Annual Meetings, General Meetings and any meetings of the Board may be held in person or by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during such meeting.

# **XI. VOTING**

## **30 Voting on Resolutions**

- (1) At an Annual Meeting or a General Meeting, a resolution is to be voted on by a show of hands unless a vote by unit factors is demanded by a person entitled to vote and present in person or by proxy, and, unless a vote by unit factors is so demanded, a declaration by the chairperson that a resolution has on the show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (2) If a person demands a vote by unit factor, that person may withdraw that demand and, on the demand being withdrawn, the vote shall be taken by a show of hands.

## **31 Vote by Unit Factors**

- (1) A vote by unit factors, if demanded, is to be conducted in a manner as directed by the chairperson, and the result of the vote by unit factors is deemed to be the resolution of the meeting at which the vote by unit factors was demanded.



- (2) If a vote is taken by unit factor, the number of votes that a person may cast is to correspond to the unit factor for the respective units represented by that person.

### **32 Tie Vote**

- (1) Where there is a tie on a show of hands, the chairperson shall direct a vote by unit factor.
- (2) Where there is a tie on a vote by unit factor, the resolution is defeated.

### **33 Voting by Co-Owners**

- (1) If a unit is owned by more than one person, those co-owners may vote personally or by proxy and:
  - (a) In the case of a vote taken by show of hands, those co-owners are entitled to one vote between them;
  - (b) In the case of a vote by unit factors, a co-owner is entitled to that portion of the vote applicable to the unit that is proportionate to the co-owner's interest in the unit, as long as, where only one owner is present, that owner is entitled to vote all of the unit factors for that unit
- (2) A co-owner may demand that a vote by unit factors be taken.

### **34 Personal or Proxy Vote**

- (1) An instrument appointing a proxy is to be in writing and signed by the person making the appointment or that person's attorney, and may be either general or for a specific meeting or specific resolution.
- (2) A proxy need not be an owner. Any person may be appointed as a proxy except the Manager or any other employee of the Corporation.
- (3) A proxy is valid for the specific meeting or resolution as outlined in such proxy and is valid for no more than six months from the date it is signed by the person giving the proxy.
- (4) A proxy may be revoked in writing at any time by the person giving the proxy.
- (5) The proxy, or any written revocation of the proxy, must be provided to a member of the Board or the Manager (in order for it to be in effect) as soon as is reasonably possible after it has been executed.
- (6) The Board may specify in the notice calling a meeting of unit owners a time, preceding the time of such meeting by not more than 48 hours, before which time proxies to be used at such meeting must be deposited with the Board.

### **35 Restrictions on Voting**

- (1) Except in cases where under the Act a unanimous resolution is required, an owner is not entitled to vote at any Annual or General Meeting, unless all assessments payable in respect of the owner's unit have been duly paid to the date of such meeting, but the presence of any such defaulting owner shall be included in the count for the determination of a quorum at such meeting.
- (2) Except as provided for in section 35(1) and section 33 of these Bylaws, there are no restrictions or limitations on an owner's rights to vote at an Annual Meeting or a General Meeting.

### **36 Written Resolutions**

- (1) If a resolution of the members of the Corporation requires a majority vote, that resolution signed in person or by proxy by a majority of the persons who, at a properly convened Annual Meeting or General Meeting, would be entitled to vote has the same effect as a resolution duly passed at the meeting.
- (2) The written resolution may be communicated to each owner by way of email or facsimile or other electronic method and when a majority of the owner's signatures on a copy(ies) of the resolution, or an electronic response approving the resolution is received from a majority of the owners, or majority of a combination thereof, the resolution is considered passed, whether or not each signature is an original or whether approval was given via electronic methods no matter how many counterparts, such counterparts shall be deemed written resolution signed by the owners for the purposes of section 36(1), whether or not each signature is an original signature.

## **XII. TENANTS**

### **37 Corporation Authorised**

- (1) The Corporation is authorised to take all actions set out in sections 75 to 82 of the Act, including but not limited to the following:
  - (a) impose or collect deposits pursuant to section 77 of the Act;

- (b) make applications to the Office of Residential Tenancies pursuant to section 80 of the Act;
- (c) collect Common Expenses from Tenants pursuant to section 81 of the Act;
- (d) recover of amounts in excess of the value of a deposit referenced in section 77 of the Act from the owner of a rented unit pursuant to section 79.1 of the Act.

### **XIII. ENFORCEMENT OF BYLAWS**

#### **38 Enforcement of Bylaws**

- (1) Any infraction or violation of or default under these Bylaws or the Act on the part of an owner, the owner's servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such owner and shall be added to and become part of the assessment of such owner for the month following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate set pursuant to these Bylaws, from the time such costs are incurred, until paid.
- (2) Any amounts due to the Corporation by an owner as a result of any levy, any charges pursuant to these bylaws, provision of services, default of the bylaws, repair and maintenance as a result of an owner, or any other charges or expenses, including legal costs on a solicitor-client basis, shall be added to the common expenses assessment of the owner's unit;
- (3) The Corporation is authorised to commence an action pursuant to section 99 of the Act and there shall be added to any judgment all costs of such action including costs as between solicitor and client.
- (4) The Corporation may file a lien pursuant to section 63 of the Act against the title to an owner's unit for any unpaid amounts pursuant to these bylaws.

### **XIV. DAMAGE OR DESTRUCTION**

#### **39 No Claim**

- (1) No owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common unit improvements or any part thereof.

#### **40 Corporation to Restore Incidental Damage**

- (1) Where the Corporation is required to enter a unit for the purpose of maintaining, repairing or renewing the common unit improvements, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the unit occasioned by such work and restore the unit to its former condition, leaving the unit clean and free from debris.

#### **41 Damage Caused by Owner or Owner's Unit**

- (2) An owner will be held in strict liability for all costs to repair any damage to the owner's unit, the units of other owners or the common unit improvements where the cause of such damage originates from the owner's unit, even if such damage is not caused by an error, omission or act, negligent or otherwise, of the owner, the owner's family, tenants, agents, invitees and/or licensees and/or any other person for which the owner may be responsible for at law, and the owner shall indemnify and save harmless the Corporation from any such expenses.

### **XV. INSURANCE**

#### **42 Insurance by Corporation**

- (1) The property that the Corporation shall insure (the "insured property"), only to the extent applicable and/or required, includes the:
  - (a) common facilities; and
  - (b) the Standard Unit.
- (2) Subject to section 42(5)(b), the Corporation is not obligated, in any circumstance, to insure any improvements or betterments made to the Standard Unit by or for the owner.
- (3) The Corporation shall not, in any circumstance, insure the personal property, belongings, possessions, contents, furniture or appliances of any unit owner and/or occupant, whether or not such personal property, belongings, possessions, contents, furniture and/or appliances are installed or attached to any unit.

- (4) At least once in every calendar year, the Corporation, in accordance with the Act, shall have the insured property evaluated in such manner as the Board may from time to time determine for insurance coverage and in accordance with this evaluation, shall:
  - (a) carry insurance against major perils in an amount equal to the replacement cost of the insured property;
  - (b) provide a written report on insurance coverage to the owners at each Annual Meeting.
- (5) The Corporation shall also obtain and maintain, as applicable:
  - (a) insurance against its liability:
    - i. resulting from breach of duty as occupier of the common property, common facilities or services units;
    - ii. arising from the ownership, use or operation by the Corporation or on its behalf, of boilers, machinery, pressure vessels and motor vehicles;
    - iii. incurred by a member of the Board or an officer of the Corporation arising out of any act or omission of the member or officer with respect to carrying out the functions and duties of the member or officer unless it is shown that the member or officer acted in bad faith; and
    - iv. incurred by it arising out of any act or omission of a member of the Board or an officer of the Corporation with respect to carrying out the functions and duties of the member or officer; and
  - (b) such further and other insurance upon such terms as may be determined by the Board from time to time.

#### **43 Insurance by Owners**

- (1) Each owner must carry insurance on all betterments or improvements made by or acquired by the owner to the Standard Unit against major perils in an amount equal to the replacement cost of the insured property.
- (2) Each owner should carry insurance for the owner's personal property, belongings, possessions and contents such as furniture, appliances, fixtures and equipment of the owner contained in the said unit and for loss of use and occupancy of the unit in the event of damage.
- (3) Each owner should carry general liability insurance on the owner's unit, against any and all claims, actions, damage, liability and expenses in connection with loss of life, bodily injury, personal injury, or property damage to the owner's unit or to any other unit or unit owner's personal possessions or to the common facilities of the Corporation, which may result from any error, omission or act, negligent or otherwise, by said owner, in the amount of not less than Two Million (\$2,000,000) Dollars per occurrence.
- (4) The owner and/or Occupant of any unit being the subject or cause of an insurance claim shall indemnify and save harmless the Corporation, its manager, officers, directors, agents and employees and any other person for which the Corporation may be responsible at law, from any and all claims, actions, damages and liability and from all other costs, including reasonable legal fees incurred by the Corporation, its manager, officers, directors, agents and employees as a result of such owner and/or Occupant having insufficient or no additional insurance, as the case may be.
- (5) Each owner shall, on request, provide the Corporation with evidence satisfactory to the Corporation that any insurance required to be maintained by the owner is in force. If an owner fails to maintain in force, or pay premiums for, any insurance required to be maintained by the owner, the Corporation shall have the right, but not the obligation, to effect such insurance on behalf of the owner and the cost thereof and all other reasonable expenses incurred by the Corporation in that regard shall be added to the common expenses assessment of the owner's unit.

#### **44 Payment of Insurance Proceeds**

- (1) The proceeds of all insurance carried by the Corporation shall be payable to the Corporation and held by the Corporation as trustee for the owners.

#### **45 Conduct**

- (1) Any insurance policy arranged by the Corporation shall contain a provision that the conduct of any one or more of the owners, directors, officers, the Manager, agents or employees will not constitute grounds for avoiding liability under the policy.

#### **46 Individual Public Liability Insurance**

- (1) Each owner should carry public liability insurance covering any liability of the owner with regard to the property or the owner's unit.

#### **47 Owners Not to Invalidate or Increase Cost of Insurance**

- (1) The owner shall not do anything or allow anything to be done that will invalidate in whole or in part the insurance carried by the Corporation, or increase the premium rates in connection therewith.

### **XVI. RESTRICTIONS ON USE**

#### **48 Interpretation**

- (1) In this Part XVI:
  - (a) **"occupant"** means a person present in or on a unit or in or on the real or personal property of the Corporation with the permission of an owner; and
  - (b) **"owner"** includes a tenant.

#### **49 The Board**

- (1) The Board shall make such policy statements and rules and regulations as are required to clarify the rules and restrictions in this Part XVI, and those policy statements and rules and regulations shall have the same force as any Bylaws of the Corporation provided such policy statements and rules and regulations are passed by a clear majority of the Board and do not purport to materially amend any of the general restrictions in section 50(1), which amendment shall only occur in accordance with the Act. The Board shall further inform all owners of those policy statements and rules through such means as the Board deems proper.

#### **50 Restrictions**

- (1) An owner shall not:
  - (a) use or enjoy the owner's unit, any portion of the real property of the Corporation or the common unit improvements except in accordance with the Bylaws and any rules and regulations adopted by the Board from time to time;
  - (b) use or enjoy the owner's unit, the real or personal property of the Corporation or the common unit improvements in a manner that unreasonably interferes with its use and enjoyment by other owners or occupants;
  - (c) use the owner's unit or common unit improvements in a manner or for a purpose that will cause a nuisance or hazard to any other owner or occupant;
  - (d) use the owner's unit or common unit improvements for a purpose that is illegal or do or permit anything that is illegal to be done in the owner's unit;
  - (e) make any renovations, additions or alterations to the unit, including any plumbing, mechanical or electrical systems within the unit, that affects another unit or the common unit improvements, to the exterior of the owner's unit or the building of which the owner's unit forms, or improvements thereon except in accordance with the requirements of section 3(1)(d), the style/construction guidelines by the Board from time to time and without first obtaining the written consent of the Corporation;
  - (f) in the course of any repair, maintenance, cleaning, renovation or alteration of the owner's unit, permit or cause to be permitted or to be registered against the any other owner's unit any claim, lien, charge or encumbrance;
  - (g) use the owner's unit or permit it to be used, in whole or in part, for any commercial or professional purposes where the public is attending their unit on a regular basis or for any other purposes which are prohibited by Appropriate Authority or which may be injurious to the reputation of the project;
  - (h) make changes, additions to or deletions from the exterior walls and roof of the owner's unit and shall not paint, penetrate or decorate such exterior walls and roof in any manner without the consent in writing of the Board;
  - (i) make any structural alterations in or additions to the interior or exterior of the owner's unit or patio area including awning or screens and no plumbing or electrical work within any bearing or party wall, without the prior written consent of the Board;
  - (j) make any changes or improvements to the owner's unit (including for clarity any landscaping) that will have the effect of changing the as-designed drainage of the owner's unit;
  - (k) permit any more than two persons to occupy a legal bedroom;
  - (l) permit laundry to be hung other than inside the unit;

- (m) make use of the unit and storage areas except in accordance with fire prevention guidelines and other relevant fire regulations and shall not do or bring onto the unit anything that will increase the risk of fire;
- (n) cook using any appliances, smokers, barbecues or other means in any garage or similar covered structure located on the unit;
- (o) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's playthings, devices or toys or other objects on the common unit improvements, lawns and grounds as to damage them or to prevent growth, or to interfere with the cutting of the lawns or the maintenance of the grounds generally; deposit household refuse and garbage outside the owner's unit other than the disposal bin designated by the Corporation;
- (p) change the appearance of any exterior doors or windows of the unit or the fence or landscaping of the unit except in accordance with the style and architectural guidelines excluding the use of temporary festive seasonal ornaments;
- (q) permit any owner, occupant or visitors to trespass on those parts of the parcel to which another owner is entitled to exclusive occupation;
- (r) allow the owner's unit or common unit improvements to become unsanitary or unsightly in appearance. The owner must maintain the backyard grass area, fence including stain, in a good state of repair, after failure to remedy such a breach on notice by the Board, the Board may do any necessary work to the area and charge the costs of same to the owner plus a 15% management fee;
- (s) without the prior consent of the Corporation, bring in, keep or allow to be brought in or kept, any animal, livestock, fowl, reptile, birds, fish or pet of any kind in the owner's unit except for small/medium sized dogs (maximum of two), cats (maximum of two), a bird kept in a cage or fish/reptiles in an aquarium less than 20 gallons; provided that in no event shall an owner bring in, keep or allow to be brought in or kept in the owner's unit any animal with a dangerous or vicious disposition or any of the following purebreds or mixed breeds: German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, Chow Chows, Mastiffs, American Bulldogs, and Wolf Hybrids;
- (t) do anything respecting the owner's unit, the real or personal property of the Corporation or bring or keep anything on any of the foregoing that will in any way increase the risk of fire or result in an increase in any insurance premiums payable by the Corporation or cause the insurance to be invalid;
- (u) do anything that will affect the sound rating of a unit;
- (v) prevent or prohibit access to and use of exterior water taps on the owner's unit for purposes of maintaining the landscaped areas;
- (w) make or permit undue noise in or on the owner's unit or on or about the real property of the Corporation, which is a nuisance or unreasonably interferes with the use and enjoyment of a unit by any other owner or occupant;
- (x) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed and shall use and maintain such fixtures in a state of good repair so as to not cause damage to the unit, any other unit or the common unit improvements;
- (y) leave the unit unattended for a period longer than forty-eight (48) hours or as required by insurance without:
  - i. shutting off all available domestic water supply valves in the unit (located under sinks, toilets and adjacent to laundry equipment, but not necessarily available for bathtub and shower facilities); and
  - ii. arranging for the unit to be physically checked within every forty-eight (48) hour period (or more frequently as required by the insurance policy) during which the unit is left unattended.
- (z) permit, erect or fasten any satellite dish(s), television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto, to any unit;
- (aa) place or erect any building, structure or addition to the exterior of the unit, in the unit yard, or on the common unit improvements, whether permanent or temporary, of any type without the prior written approval of the Board, except the temporary use of an awning or umbrella that is in accordance with the style guidelines in place by the Board from time to time or any items allowed by the Board from time to time pursuant to the rules;

- (bb) store any combustible, inflammable or offensive goods, provisions or materials in the owner's unit, inclusive of assigned and/or non-assigned storage areas;
- (cc) smoke, tobacco, cannabis, or any other substance in any form or manner, including by means of vape, hookah or any form of electronic cigarette, inside any unit building and when smoking on the outside portion of a unit all cigarette butts must be properly disposed of in a fireproof container with a lid;
- (dd) grow cannabis in the owner's unit;
- (ee) use hydroponics to grow plants of any kind in the owner's unit, except those consuming less than one litre a day not hooked up directly to a water source;
- (ff) without prior written consent of the Board, at any time, park or allow to be parked upon any grass part of the unit or common unit improvements any motor vehicle which is not currently operable, properly insured and currently registered in the name of such unit owner;
- (gg) allow trailers, campers, tent trailers, recreational vehicles, motor homes, boats, personal watercraft, snowmobiles, trail bikes, all-terrain vehicles, golf carts, trucks larger than three-quarter-ton, vehicles with more than four wheels, or any other type of vehicle, craft or equipment, as may be directed by the Board, to be parked or stored upon the unit, without the prior written consent of the Board;
- (hh) conduct any repairs or adjustments to any motor vehicle other than minor repairs and adjustments that can be performed within the confines of the owner's unit;
- (ii) rent the owner's unit to a tenant for less than thirty (30) days at a time;
- (jj) conduct any auction sale or other sale outside the unit;
- (kk) leave articles belonging to the owner's household on the real property of the Corporation or the lawn portion of the unit, when those articles are not in actual use;
- (ll) use the deck for storage of any items, the deck and/or patio shall only be used for deck and patio furniture, small decorative planters and barbeques.
- (mm) allow the owner's unit, or common unit improvements used by them to become unsanitary or unsightly in appearance and if they do not on notice by the Board remedy a breach, the Board can do the necessary work and charge the costs of same to the owner plus a 15% management fee; and
- (nn) use or permit to be used foil or other opaque materials to cover any windows in the owner's unit. Windows may only be covered by drapes or shades.

## **51 Owner's Occupants, Family, Invitees and Licensees**

- (1) An owner shall ensure that the owner's occupants, family, invitees and licensees comply with the requirements the owner must comply with under these Bylaws and any other rules and regulations established by the Board from time to time.

## **XVII. DISPUTE RESOLUTION**

### **52 Dispute Resolution**

- (1) If there is a dispute between owners, or between the Corporation and one or more owners respecting any matter relating to the Corporation, the parties to the dispute may agree in writing to submit the dispute to mediation as follows:
  - (a) the parties shall provide to the Corporation an agreement in writing indicating their desire to mediate, state the subject matter requiring mediation, and the proposed mediator. The parties agree that the mediator should be one approved by the Law Society of Saskatchewan or committee thereof (a list of approved mediators can be obtained from the Law Society of Saskatchewan).
  - (b) the parties shall also submit to the Corporation at the time of delivering of the written request for mediation, a deposit of One Thousand, Five Hundred (\$1,500.00) Dollars each.
  - (c) the parties agree to submit to the mediation process within one month of the request for mediation and if an agreement is not arrived at between the parties within a further period of one month (total of two months from the written desire to mediate) then, unless the parties agree to extend the mediation, the parties agree to submit to arbitration by an arbitrator appointed by agreement of the parties. If the parties fail to agree on the appointment of the Arbitrator, then the parties agree to one as appointed by the Court pursuant to *The Arbitration Act, 1992* or its successor legislation in the Province of Saskatchewan.

- (d) the parties agree to make representation to the arbitrator within ten (10) days of the appointment of the arbitrator and to abide by the decision of the arbitrator. The arbitrator's decision shall be final and binding on the parties and there shall be no appeal from the arbitrator's decision.
- (e) the costs of the mediation and arbitration pursuant to these provisions are to be shared equally between the parties and in default of an owner's paying such costs, the Corporation may pay the costs and the Corporation may charge such owner in the manner prescribed pursuant to section 38 of these bylaws.

#### **XVIII. NOTICES**

##### **53 Notices**

- (1) Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws shall be well and sufficiently given if sent via email to an email address provided by the owner, by prepared registered mail the owner at the address of the owner's unit or if left in the owner's mailbox at the said address or to a Corporation at its address for service shown on the condominium plan, or to a Mortgagee at its address supplied to the Corporation.
- (2) Any notice sent via email shall be deemed to have been sent and/or received the day it is sent and any notice given by prepaid registered mail shall be deemed to have been sent and/or received seven (7) after it was posted.

#### **XIX. INDEMNIFICATION OF OFFICERS**

##### **54 Indemnification of Officers**

- (1) The Corporation shall indemnify every Board member and every Board member's heirs, executors and administrators against all loss, costs and expenses, including counsel fees reasonably incurred in connection with any action, suit or proceeding to the member may be made a party by reason of being or having been a director of the Corporation, except as to matters as to which the member shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, fraudulent act or wilful misconduct. All expenses incurred by the Corporation in connection with the foregoing shall be treated as common expenses.

**[END]**