

LITTLE BOW RESORT

BY-LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 9311680

IN SUBSTITUTION AND REPLACEMENT FOR THE CURRENT BY-LAWS REGISTERED AS INSTRUMENT #931 234 180 ON SEPTEMBER 22, 1993, AS AMENDED BY INSTRUMENT #951 012 918 ON JANUARY 16, 1995 AND INSTRUMENT #021 045 238 ON FEBRUARY 6, 2002.

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ARTICLE 1 DEFINITIONS AND APPLICATION

Section 1.01 Replacement of Existing By-laws

These By-laws have been enacted by Condominium Corporation No. 9311680 to replace its previously registered By-laws and all amendments thereto.

Section 1.02 Definitions

The following definitions shall apply to all parts of these By-laws:

- (a) **"Act"** means the *Condominium Property Act*, RSA 2000, c. C-22, and any regulations thereto, as amended from time to time;
- (b) **"Assignment of Boat Shed Grant"** has the meaning ascribed to it under Section 15.06;
- (c) **"Board"** means the board of directors of the Corporation;
- (d) **"Boat Shed"** means an Exclusive Use Area intended for the storage of boats and related items, which is comprised of the interior portion of a Boat Shed Building, and which bears an identification number. Such interior portion of a Boat Shed Building is comprised of the fixtures and finishing therein, as set out in the Boat Shed SIUD (excluding the overhead door panels and the skylights), and any improvements made by the Boat Shed Proprietor to the Boat Shed, including improvements to the floor. The Boat Sheds do not include any portion of Common Property Unit 5 other than as set out in the preceding description, and specifically do not include the panels of the overhead door or skylights;
- (e) **"Boat Shed Building"** means certain Buildings constructed on Common Property Unit 5 for the purpose of providing Boat Shed Proprietors with additional storage for boats and related items;
- (f) **"Boat Shed Certificate"** has the meaning ascribed to it under Section 15.05;
- (g) **"Boat Shed Compound"** has the meaning ascribed to it under Section 15.01;
- (h) **"Boat Shed Expenses"** has the meaning ascribed to it under Section 9.02;
- (i) **"Boat Shed Grant"** has the meaning ascribed to it under Section 15.02;
- (j) **"Boat Shed Proprietor"** means an Owner who has been granted exclusive use and possession of a Boat Shed in accordance with the By-laws;
- (k) **"Boat Shed Register"** has the meaning ascribed to it under Section 15.04;
- (l) **"Boat Shed SIUD"** means a description of the standard fixtures and finishing in the Boat Sheds, as set out in Schedule "A" to these Bylaws;
- (m) **"Building"** means for the purposes of the By-Laws and the Act a structure that would commonly be referred to as a building which is affixed to a Unit, the Common Property, or a Common Property Unit;
- (n) **"By-laws"** means the by-laws of the Corporation, including any schedules thereto, as amended from time to time;

- (o) **"Capital Replacement Reserve Fund"** has the meaning ascribed to it under Section 10.01;
- (p) **"Common Expenses"** means the expense of performance of the objects and duties of the Condominium Corporation and any expenses specified in Section 9.01;
- (q) **"Common Facilities"** means improvements upon the Common Property, real or personal, designated to be property to be used in common by all of the Occupants and Owners;
- (r) **"Common Property"** means the areas designated as Common Property on the Condominium Plan, including streets, roadways, walkways, recreational areas, Exclusive Use Areas, and Common Property Units, and excludes Units on which residential premises may be constructed;
- (s) **"Common Property Unit 5"** means the Unit legally described as: Condominium Plan 9311680; Unit 5; And 2502 undivided ten thousandth shares in the Common Property; Excepting thereout all mines and minerals;
- (t) **"Common Property Units"** means any Unit(s) registered or to be registered in the name of the Corporation;
- (u) **"Condominium Plan"** means the plan registered under the Act as 9311680 and any plan of redivision thereto;
- (v) **"Contribution"** includes Common Expenses, Boat Shed Expenses and any other expenses assessed to a Unit pursuant to the By-laws or the Act;
- (w) **"Corporation"** means Condominium Corporation No. 9311680 as constituted under the Act by the registration of the Condominium Plan;
- (x) **"Director"** means a Director of the Board;
- (y) **"Exclusive Use Area"** means an area of Common Property that has been designated for the exclusive use and possession of one or more Owners;
- (z) **"Manager"** means a person, firm or corporation appointed as manager pursuant to Section 3.02(f) and/or Section 6.09(a) hereof, or any successor contractually appointed by the Board;
- (aa) **"Mortgagee"** means the holder of a mortgage registered against the title to one or more Units;
- (bb) **"Occupant"** means anyone present on a Unit or in or upon the Common Property with the authority of an Owner, and includes without limitation, an Owner, a guest, or a tenant;
- (cc) **"Off-Highway Vehicle"** means an off-highway vehicle, as defined under the *Traffic Safety Act* of Alberta, and any regulations thereto, as amended from time to time, and includes without limitation all-terrain vehicles, snowmobiles, and golf carts;
- (dd) **"Ordinary Resolution"** has the meaning given to it in the Act, being a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting entitled to vote; or

- (ii) signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to vote and who represent more than fifty (50%) percent of the total Unit Factors for all the Units;
- (ee) **"Owner"** means a person who is registered as the owner of the fee simple estate in a Unit in the Condominium Plan;
- (ff) **"Parcel"** or **"Project"** means the land and Buildings comprised in the Condominium Plan;
- (gg) **"person"** includes a corporation, and the heirs, personal representatives, administrators or other legal representatives of a person;
- (hh) **"Recreational Vehicle"** means a vehicle or attachment to a vehicle intended to be used as an accommodation, such as a motorhome, travel trailer, or tent trailer;
- (ii) **"Reserve Fund Plan"** means a plan prepared and approved by the Board in accordance with the Act, under which a Capital Replacement Reserve Fund is established, and/or which sets out the method of and amounts required to fund and maintain the Capital Replacement Reserve Fund;
- (jj) **"Reserve Fund Report"** means a report prepared by a Reserve Fund Study Provider in accordance with the Act, which includes the qualifications of the Reserve Fund Study Provider, the findings of a Reserve Fund Study, and other relevant considerations;
- (kk) **"Reserve Fund Study"** means a study conducted by a Reserve Fund Study Provider in accordance with the Act, which includes an inventory of all depreciating property of the Condominium Corporation, and the present condition, estimated costs of repairs and replacement, and life expectancy of each component of such depreciating property;
- (ll) **"Reserve Fund Study Provider"** means a person qualified under the Act to conduct a Reserve Fund Study;
- (mm) **"Special Resolution"** has the meaning given to it in the Act, being a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five (75%) percent of all the persons entitled to vote and who represent not less than seventy-five (75%) percent of the total Unit Factors for all of the Units; or
 - (ii) agreed to in writing by not less than seventy-five (75%) percent of all the persons who, at a properly convened meeting of the Corporation, would be entitled to vote and who represent not less than seventy-five (75%) percent of the total Unit Factors for all the Units;
- (nn) **"Storage Compound"** means the fenced and gated area, located South of N Marina Dr. on Common Property Unit 5, which is designated as a storage area for use by the Owners;
- (oo) **"Unanimous Resolution"** means a resolution:
 - (i) passed unanimously at a properly convened meeting of a Corporation by all the persons entitled to exercise the power of voting conferred by the Act or the By-laws and representing the total Unit Factors for all the Units; or

- (ii) signed by all persons who, at a properly convened meeting of a Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws.
- (pp) **"Unit"** means an area designated as a Unit by the Condominium Plan;
- (qq) **"Unit Factor"** means the Unit Factors for each Unit as more particularly described in the Condominium Plan.

Section 1.03 Interpretation

- (a) Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws and other expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.
- (b) These By-laws are to be read with all changes of number and gender required by the context.
- (c) The headings in the body of these By-laws form no part of these By-laws but shall be deemed to be inserted for convenience of reference only.
- (d) Expressions defined in sections 1(1) and (2) of the Act have the same meaning in these By-laws.
- (e) The rights and obligations given or imposed by these By-laws are in addition to the rights and obligations given or imposed by the Act.
- (f) If there is any conflict between these By-laws and the Act, the Act prevails.

ARTICLE 2 DUTIES OF THE OWNER

Section 2.01 Duties of the Owner

An Owner shall:

- (a) comply with the provisions of these By-laws with respect to the Boat Shed Grants, as applicable;
- (b) comply with any rules adopted by the Corporation under these By-laws;
- (c) an Owner shall ensure that his Occupants comply with all relevant requirements that the Owner must comply with under this Section 2.01;
- (d) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency, when no notice is required), to enter his Unit for the purpose of:
 - (i) inspecting the Unit;

- (ii) maintaining, repairing or replacing pipes, wires, cables and ducts existing in the Unit and used or capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - (iii) maintaining, repairing or replacing Common Property; or
 - (iv) ensuring that the By-laws are being observed;
- (e) forthwith carry out all work that may be required pursuant to these By-laws or as required by a local authority or other public authority in respect of his Unit;
- (f) pay promptly when due, and in accordance with the prescribed terms of payment:
 - (i) to the Corporation, all and every assessment for Common Expenses, as are levied or assessed by the Corporation against his Unit from time to time;
 - (ii) to the Corporation all and every assessment for Boat Shed Expenses as are levied by the Corporation;
 - (iii) to the Corporation, all and every assessment, demand and levy for Contribution to, reimbursement of and payment for, expenses and costs incurred by the Corporation, which are wholly or partly directly attributable to his Unit, which are levied, assessed or demanded against his Unit from time to time or which are the subject of indemnification as prescribed in these By-laws or at law;
 - (iv) to the Corporation, all interest on such accounts, assessments, levies and sums demanded in arrears as prescribed in such accounts, assessments, levies, and demands and in these By-laws permitted; and
 - (v) to the appropriate authority, all and every account, statement, bill, rate, charge, tax, outgoing, and assessment that may be payable in respect of his Unit from time to time;
- (g) maintain his Unit in a neat and tidy condition;
- (h) notify the Corporation forthwith of any change in the ownership of the Unit;
- (i) strictly comply with the architectural and landscaping guidelines of the Corporation in effect from time to time;
- (j) not make structural, mechanical or electrical alterations to his Unit or the Common Property, that require a permit, without the prior written consent of the Board, which shall not be unreasonably withheld;
- (k) be responsible to provide a building and landscaping plan for approval by the Board and once approved to build and landscape the Unit pursuant to the approved building and landscaping plan;
- (l) comply with the requirements of Alberta Environment and Protected Areas who have approved the potable water service and wastewater treatment and disposal facilities provided by the Corporation, its successors or assigns;

- (m) comply with the requirements of the restrictive covenant registered against those lands contained in Units 5 and 6 of the Condominium Plan 9311680 and any redivision of the same, those lands originally falling within the hereinafter described area being:

ALL LAND IN THE NORTH WEST QUARTER 15-21-W4M
DESCRIBED AS A RECTANGLE 300 METERS EAST WEST BY 200 METERS NORTH SOUTH, WITH THE SOUTHEAST CORNER OF SAID RECTANGLE RESTING ON THE SOUTHEAST CORNER OF UNIT 5 AND THE EAST BOUNDARY OF THE SAID RECTANGLE RESTING ON THE EAST BOUNDARY OF UNIT 5, SAID BOUNDARY ALSO BEING THE EAST BOUNDARY OF THE NORTHWEST QUARTER 15-21-W4M, COMPRISING
(6.0 HECTARES) 14.8 ACRES MORE OR LESS;

AND SECONDLY, ALL LAND IN THE NORTH EAST QUARTER 15-21-W4M DESCRIBED AS A RECTANGLE 300 METERS EAST WEST BY 200 METERS NORTH SOUTH, WITH THE SOUTHWEST CORNER OF SAID RECTANGLE RESTING ON THE SOUTHWEST CORNER OF UNIT 6 AND THE WEST BOUNDARY OF SAID RECTANGLE RESTING ON THE WEST BOUNDARY OF UNIT 6, SAID BOUNDARY ALSO BEING THE WEST BOUNDARY OF THE NORTH EAST QUARTER 15-21-W4M, COMPRISING
(6.0 HECTARES) 14.8 ACRES MORE OR LESS.

ARTICLE 3 DUTIES AND POWERS OF THE CORPORATION

Section 3.01 Duties of the Corporation

The Corporation shall:

- (a) enforce these By-laws, except for Section 17.01, which the Board shall enforce to the extent it is practically capable and in a manner which is fair and consistent amongst the Owners;
- (b) control, manage, and administer the Common Property and Common Property Units for the benefit of all the Owners and the Corporation;
- (c) place and maintain insurance in accordance with Article 20 and the Act;
- (d) maintain and repair the Common Property and Common Property Units;
- (e) enforce architectural guidelines and landscaping guideline to preserve the character of the Parcel and the integrity of design and appearance of the improvements to the Units;
- (f) at all times 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 relating to the Parcel;
- (g) retain information and documents as prescribed by the Act;
- (h) operate on a continuous basis a water supply and wastewater facility for the purpose of providing a potable water supply and for wastewater treatment and disposal. The design, construction, operation and maintenance of the said water supply and wastewater treatment and disposal facility shall be subject to the approval of Alberta Environment and Protected Areas;

- (i) carry out any other duties that the Act imposes on the Corporation; and
- (j) administer the Boat Shed Compound and Boat Shed Grants in accordance with the By-laws.

Section 3.02 Powers of the Corporation

The Corporation has all the powers it requires in order to carry out its duties, including the powers to do the following:

- (a) acquire personal property to be used:
 - (i) for the maintenance, repair or replacement of any real or personal property of the Corporation or the Common Property; or
 - (ii) by Owners in connection with their enjoyment of the real and personal property of the Corporation or the Common Property;
- (b) permit an Owner or Owners to exercise exclusive possession in respect of any area or areas of the Common Property or Common Property Units, and designate the same as Exclusive Use Areas;
- (c) construct additional Boat Shed Buildings on Common Property Unit 5, in accordance with the Boat Shed SIUD, and make improvements to Common Property in connection with the construction of such additional Boat Sheds, provided that the same is first approved by Ordinary Resolution;
- (d) designate Boat Sheds constructed pursuant to Section 3.02(c) as Exclusive Use Areas, grant exclusive use and possession of such Boat Sheds to specific Owners, allocate expenses amongst the newly constructed Boat Sheds which are, or are expected to be, incurred by the Corporation in connection with the construction and administration thereof and any related improvements to the Common Property and recover or collect such amounts from the Owners granted exclusive use and possession of said Boat Sheds;
- (e) do all things reasonably necessary to enforce the By-laws and any rules passed pursuant to these By-laws, which it is able to enforce, as applicable;
- (f) enter into management agreements, recreational agreements, and staging agreements;
- (g) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these By-laws;
- (h) adopt policies and/or rules concerning various matters of common concern to the Owners, such as Owners' and Occupants' use of Common Property or Exclusive Use Areas;
- (i) borrow money required by it in the performance of its duties or the exercise of its powers;
- (j) secure the repayment of money borrowed by it and interest on that money by negotiable instrument, a mortgage or unpaid Contributions (whether levied or not), or a mortgage of any assets owned by it or by any combination of those means;
- (k) charge interest on any Contributions owing to it in accordance with these By-laws and the Act;

- (l) make an agreement with any 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;
- (m) pay for utilities or services supplied to one or more Units, allocate the amount so paid to the Units supplied from a common utility meter or supplied with the service, equally amongst the Units so supplied without regard to actual use of the utility or service supplied or on such other basis as the Board may determine, and recover the amount allocated as Contributions;
- (n) recover the amount paid for the maintenance or repair of Exclusive Use Areas from the Owners entitled to access such Exclusive Use Areas or Boat Shed Proprietors, as applicable, as Contributions;
- (o) levy fines and apply sanctions in accordance with these By-laws and the Act;
- (p) discontinue the supply of utilities and services supplied to any Unit if the Owner shall have failed to pay Contributions when due;
- (q) restrict access to an Exclusive Use Area by any Owner who has failed to pay a Contribution in respect to such Exclusive Use Area when due; and
- (r) do such other things as are necessary to accomplish anything that the Corporation is permitted or required to do by the Act or these By-laws.

ARTICLE 4 BOARD OF DIRECTORS

Section 4.01 Number of Directors

The Board shall consist of not less than three (3) and not more than seven (7) individuals.

Section 4.02 Election of the Board

At an election of members of the Board each person entitled to vote may vote for such number of nominees as there are vacancies to be filled on the Board.

Section 4.03 Composition of the Board

Any person may be elected to the Board, including any individual who is not an Owner, provided that:

- (a) that the individual is eighteen (18) years of age or older;
- (b) where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at one time;
- (a) any Owner who is more than sixty (60) days in arrears in payment of any Contribution required to be made by him as an Owner is not eligible for election to the Board; and
- (b) at all times, at least two thirds (2/3) of the members of the Board are Owners.

Section 4.04 **Term of Office**

A member of the Board shall be elected at an annual general meeting for a term expiring at the conclusion of the annual general meeting convened in the second year following the year in which he was elected to the Board.

Section 4.05 **End of Term**

Each member of the Board shall remain in office until;

- (a) the office becomes vacant under Section 4.08 of these By-laws;
- (b) the member is removed under Section 4.07 of these By-laws; or
- (c) his term of office expires;

whichever shall first occur.

Section 4.06 **Re-election of Board Members**

A retiring member of the Board shall be eligible for re-election.

Section 4.07 **Removal of a Member of the Board**

The Corporation may by Ordinary Resolution at a general meeting remove any member of the Board before the expiration of his term of office and appoint another individual in his place to hold that office for the remainder of the term.

Section 4.08 **Vacating Office**

The office of a member of the Board is vacated if he:

- (a) resigns his office by serving notice in writing upon the Corporation;
- (b) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
- (c) is more than sixty (60) days in arrears in payment of any Contribution required to be made by him as an Owner;
- (d) is more than sixty (60) days in default of a judgement by a Court of any money owing to the Corporation;
- (e) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*;
- (f) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years; or
- (g) is absent from three (3) consecutive meetings of the Board without permission of the Board, and it is resolved at a subsequent meeting of the Board that his office be vacated.

Section 4.09 **Vacancy of Office**

Where a vacancy occurs on the Board under Section 4.08 of these By-laws, the Board may appoint a person to fill that office for the remainder of the former member's term.

ARTICLE 5 **OFFICERS OF THE CORPORATION**

Section 5.01 **Appointment of Officers**

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.

Section 5.02 **Multiple Offices**

Notwithstanding Section 5.01, the Board may designate one person to fill the offices of secretary and treasurer.

Section 5.03 **Duties of Officers**

In addition to those duties assigned to the officers of the Board:

- (a) the president or, in the event of his absence or disability, the vice-president:
 - (i) is responsible for the daily execution of the business of the Corporation; and
 - (ii) shall act as chairman of the meetings of the Board;
- (b) the secretary or, in the event of his absence or disability, another member of the Board designated by the Board:
 - (i) shall record and maintain all the minutes of the Board;
 - (ii) is responsible for all the correspondence of the Corporation;
 - (iii) shall retain and manage the Corporation's documents and prepare and provide the same upon request, in accordance with the Act and these By-laws; and
 - (iv) shall carry out his duties under the direction of the President and the Board;
- (c) the treasurer or, in the event of his absence or disability, another member of the Board designated by the Board, shall:
 - (i) receive all money paid to the Corporation and deposit it as the Board may direct;
 - (ii) properly account for the funds of the Corporation and keep such books as the Board may direct;
 - (iii) present to the Board when directed to do so by the Board, a full detailed account of receipts and disbursements of the Corporation; and
 - (iv) prepare for submission at the annual general meeting:

- (A) a budget for the forthcoming fiscal year of the Corporation; and
- (B) an audited statement for the most recently completed fiscal year of the Corporation.

Section 5.04 Vacancies

- (a) A person ceases to be an officer of the Corporation if he ceases to be a member of the Board.
- (b) Where 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.

ARTICLE 6 BOARD GOVERNANCE

Section 6.01 Board Meetings

The Board shall:

- (a) meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit; and
- (b) meet when any member of the Board gives to the other members not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting.

Section 6.02 Meeting Procedures

All meetings of the Board and general meetings shall be conducted according to the rules of procedure adopted by the Board, which unless otherwise provided shall be Robert's Rules of Order (the most recently published version from time to time).

Section 6.03 Quorum

A quorum at a meeting of the Board shall be a majority of the members of the Board.

Section 6.04 Voting

At meetings of the Board, all matters shall be determined by majority vote, and in the event of a tie vote, the chairman is entitled to a casting vote in addition to his original vote.

Section 6.05 Written Resolutions

A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

Section 6.06 Use of Seal

The Corporation shall have a corporate seal which shall not be used except:

- (a) under the authority of a resolution of the Board given prior to its use; and

- (b) in the presence of not less than two (2) members of the Board who shall sign the instrument in which the seal is affixed.

Section 6.07 **Signing Authority**

The Board shall prescribe, by resolution:

- (a) those officers or other persons who are authorized 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.

Section 6.08 **Duties of the Board**

The Board is responsible for carrying out all of the duties of the Corporation, including the following:

- (a) enforcing these By-laws, except for Section 17.01, which the Board shall enforce to the extent it is practically capable and in a manner which is fair and consistent amongst the Owners;
- (b) controlling, managing, and administering the Corporation's property, including the Common Property and Common Property Units;
- (c) placing and maintaining insurance coverage in accordance with Article 20 and the Act;
- (d) adopting a budget for Common Expenses and Boat Shed Expenses and assessing and collecting Contributions to cover those expenses;
- (e) preparing and distributing financial statements;
- (f) meeting the requirements of the Act and these By-laws concerning the Capital Replacement Reserve Fund;
- (g) providing Owners, purchasers, and Mortgagees with any information required to be provided under the Act or these By-laws;
- (h) providing notices of meetings to those Mortgagees who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights;
- (i) filing notices at the Land Titles Office as required under the Act;
- (j) calling and holding general meetings;
- (k) causing proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
- (l) maintaining financial records of all the assets, liabilities and equity of the Corporation;
- (m) submitting to the annual general meeting an annual report consisting of the financial statements and such information as required under the Act and as the Board may determine or as may be directed by a resolution passed at a general meeting; and

- (n) taking such actions that the Board considers advisable in order to administer the Boat Shed Grants in accordance with the By-laws.

Section 6.09 Powers of the Board

The Board has all of the powers it reasonably requires to carry out its duties, including the following:

- (a) hiring for, and on behalf of, the Corporation such agents and employees as it thinks fit in connection with the control, management, and administration of the real and personal property of the Corporation and the Common Property, and in that respect may authorize those persons to exercise the powers of, and carry out the duties of, the Corporation;
- (b) subject to any restrictions imposed upon it, or directions given to it at a general meeting of the Corporation, delegating to any of its members or to another person any or all of its powers and duties as it thinks fit (to the extent permitted under the Act), and may at any time revoke that delegation;
- (c) subject to the Act, adopting such additional reasonable rules upon thirty (30) days' notice to all Owners and Occupants (except no notice is required in a safety, security, or emergency situation, if the rule ceases to apply when the situation ends) concerning the administration of the Corporation, its real or personal property, or Occupants' use of the Common Property, Common Property Units, or Exclusive Use Areas. Such rules shall have the force of a By-law, as long as the policy is enacted in accordance with the Act, does not restrict the use of any residential Unit, and respects the spirit of these By-laws;
- (d) setting and imposing reasonable administrative fees for use of Exclusive Use Areas, such as the Boat Sheds;
- (e) charging reasonable fees in accordance with the Act for providing documents required under the Act or these By-laws;
- (f) taking legal steps as required to enforce these By-laws; and
- (g) granting Exclusive Use Areas to Owners and administering the same in accordance with these By-laws.

ARTICLE 7 OWNER MEETINGS

Section 7.01 Annual General Meetings

- (a) Each year, the Board shall convene an annual general meeting no later than fifteen (15) months after the immediately preceding annual general meeting.
- (b) Within sixty (60) days after an annual general meeting, the Board shall provide each of the Owners with the approved minutes of the meeting, or draft minutes if no minutes have been approved.
- (c) The Board may, at its discretion, hold annual general meetings either in person or by electronic means. The manner in which an annual general meeting is to be held shall be stated in the meeting notice under Section 7.02(a).

Section 7.02 Notice of Annual General Meetings

At least fourteen (14) days before any annual general meeting, the Board shall provide each of the Owners with:

- (a) notice of the meeting;
- (b) copies of the financial statements;
- (c) annual report on the Capital Replacement Reserve Fund; and
- (d) the annual budget of the Corporation.

Section 7.03 General Meetings

The Board shall convene a general meeting of the Owners:

- (a) whenever it considers it proper to do so; or
- (b) upon the written request of the Owners entitled to vote and who represent fifteen (15%) percent of the total Unit Factors for the Units, such request must include the nature of the business to be dealt with at a general meeting. If a general meeting is requested under this Section 7.03(b), the Board must convene such meeting within thirty (30) days of the request.

The Board may, at its discretion, hold general meetings either in person or by electronic means. The manner in which a general meeting is to be held shall be stated in the meeting notice under Section 7.04.

Section 7.04 Notice of General Meetings

Whenever a general meeting is to be convened, the Board shall give each Owner at least fourteen (14) days' written notice of the meeting. The notice shall state:

- (a) the place, date, and time of the meeting;
- (b) the nature of the business to be discussed at the meeting; and
- (c) the proposed wording of any resolution to be addressed at the meeting.

Section 7.05 Notice to Mortgagees

Upon being notified by a Mortgagee entitled to vote under the Act, or these By-laws or the Mortgagee's appointee that it wishes to be notified of general meetings or annual general meetings, the Board shall give to that Mortgagee the same notices required to be given to the Owner under the Act or these By-laws.

Section 7.06 Failure to Provide Notice

An annual general meeting or a general meeting or anything done at that meeting is not invalid by reason only that:

- (a) a person, by accident, was not, in respect of that meeting, given a notice under these By-laws; or

- (b) a person did not in fact receive notice given under these By-laws in respect of that meeting.

Section 7.07 Order of Business

The order of business at an annual general meeting and, as far as practicable at any other general meeting, shall be as follows:

- (a) call to order by the Chairman;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of proxies;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) election of members of the Board;
- (h) unfinished business;
- (i) new business;
- (j) adjournment.

Section 7.08 Conduct of Business

Except as otherwise provided in these By-laws, no business shall be transacted at an annual general 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 commences.

Section 7.09 Quorum

A quorum for an annual general meeting or a general meeting consists of twenty-five (25%) percent of all the persons entitled to receive notice under these By-laws being present by electronic means, in person or represented by proxy at that meeting, however, not more than one person per Unit shall be counted for this purpose.

Section 7.10 Adjournment of Meetings

If within thirty (30) minutes from the time appointed for the commencement of an annual general meeting, or a general meeting, a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week to be held in the same manner, at the same place, if applicable, and at the same time, and if at the adjourned meeting a quorum is not present within thirty (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 purpose of that meeting.

Section 7.11 Voting by Show of Hands or Electronic Means

At an annual general meeting or a general meeting, a resolution shall be voted upon by electronic means or a show of hands unless a poll is demanded by a person entitled to vote and present by electronic means,

in person or by proxy, and unless a poll is so demanded, a declaration by the Chairman that a resolution pass on the vote cast by electronic means or by show of hands has 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.

Section 7.12 Voting by Poll

If a person demands a poll, that person may withdraw that demand and upon the demand being withdrawn the vote shall be taken by electronic means or a show of hands. A poll, if demanded, shall be conducted in such manner as the Chairman thinks proper, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the event a vote is taken by a poll, the number of votes that a person may cast shall correspond to the Unit Factors for the respective Unit represented by that person.

Section 7.13 Vote by Co-Owners

If a Unit is owned by more than one person, those co-Owners may vote personally or by proxy and:

- (a) co-Owners are entitled to one (1) vote between them; and
- (b) in the case of a vote taken by a poll, a co-Owner is entitled to that portion of the vote applicable to the Unit as is proportionate to his interest in the Unit.

Section 7.14 Demand for Poll

Any co-Owner may demand that a poll be taken.

Section 7.15 Chairman

The president or, in the event of his absence or disability, the vice-president or, in the event of the absence or disability of the vice-president, such other person as may be elected at the meeting, shall act as chairman of an annual general meeting or general meeting.

Section 7.16 Passing a Vote

At an annual general meeting or a general meeting, except for matters requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by an Ordinary Resolution. In the case of a tied vote, whether by electronic means, on a show of hands, or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

Section 7.17 Proxies

Any person entitled to vote at an annual general meeting or general meeting may do so personally or by proxy. Proxy instruments may be general or restricted to a particular meeting or issue. A person named as proxy need not be an Owner. Where two (2) or more proxies are presented to the Corporation in respect of the same Unit by the same Owner, only the most recently given proxy is valid.

Section 7.18 Requirements of Proxies

In order to be valid, a proxy must:

- (a) be given to an individual that is eighteen (18) years of age or older;
- (b) be in electronic or hard copy format;

- (c) contain the name and Unit number of the Owner giving the proxy;
- (d) name the individual who is receiving the proxy;
- (e) contain the date the proxy is given; and
- (f) contain the signature of the Owner giving the proxy, or an individual who is authorized to sign for that Owner.

Section 7.19 Restrictions on Proxies

A proxy is invalid if it is given to a condominium manager or employee of either the Corporation or a management company retained by the Corporation, unless the proxy contains a limitation that it was given only for the purposes of establishing quorum for a meeting.

Section 7.20 Termination of Proxies

A proxy ceases to be valid on the earliest of:

- (a) its revocation by the Owner who gave the proxy;
- (b) the expiry date set out in the proxy;
- (c) six (6) months from the date the proxy was given; and
- (d) the date on which the person who gave the proxy ceases to be an Owner.

Section 7.21 Owners' Right to Vote

Except as provided for under the Act or these By-laws, there are no restrictions or limitations on an Owner's right to vote at an annual general meeting or a general meeting.

Section 7.22 Unpaid Contributions

Where, at the time of the annual general meeting or a general meeting, an Owner has not paid to the Corporation all Contributions that are due and owing in respect of his Unit, the Owner is ineligible to cast a vote at that meeting in respect of any resolution other than a Special Resolution or a Unanimous Resolution.

Section 7.23 Written Resolutions

A written resolution of the Owners, which is in accordance with the Act, has the same effect as a resolution passed at a duly convened annual general meeting or general meeting.

ARTICLE 8 RIGHTS OF MORTGAGEES

Section 8.01 Mortgagee Right to Vote

Where an Owner's interest is subject to a registered mortgage, a power of voting conferred on an Owner by the Act or these By-laws:

- (a) if a Unanimous Resolution is required, may not be exercised by the Owner, but is exercisable by the registered Mortgagee first entitled in priority; and

- (b) in other cases, is exercisable by the Mortgagee first entitled in priority, and may not be exercised by the Owner unless the Mortgagee is not present by electronic means, personally, or by proxy.

An Owner's ineligibility to cast a vote does not affect the right of the Mortgagee first entitled in priority in respect of a mortgage registered against the title of that Owner's Unit to vote in accordance with the Act.

Section 8.02 Pre-Condition to Voting Rights

Section 8.01 does not apply unless the Mortgagee has given written notice of his mortgage to the Corporation.

Section 8.03 Exercise of Voting Rights

A Mortgagee may exercise his right to vote personally or by proxy.

ARTICLE 9 ASSESSMENTS AND BUDGETS

Section 9.01 Common Expenses

The Common Expenses of the Corporation shall, without limiting the generality hereof, include the following:

- (a) all levies or charges on account of electricity, water, gas, fuel service and other services supplied to the Corporation for the Common Property;
- (b) management fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of the Corporation;
- (c) all the charges on account of lawn maintenance and for ice, snow and debris removal from Common Property;
- (d) all charges on account of lighting fixtures situated on Common Property;
- (e) all charges on account of maintenance for those portions of a Unit for which the Corporation is responsible under these By-laws;
- (f) all charges on account of maintenance for Common Property for which the Corporation is responsible under these By-laws;
- (g) all insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act;
- (h) all levies or charges on account of utilities or services supplied to all Units;
- (i) all amounts which the Board determines are to be raised for the purpose the Operating Account or the Capital Replacement Reserve Fund.

Notwithstanding the foregoing, the Common Expenses shall not include any expenses which the Board determines to be Boat Shed Expenses.

Section 9.02 Boat Shed Expenses

All expense related to the Boat Shed Compound (“**Boat Shed Expenses**”) shall, without limiting the generality hereof, include the following:

- (a) all expenses determined by the Board as being related to the Boat Shed Compound, such as property taxes, insurance premiums (including insurance premiums relating to the Boat Shed SIUD), maintenance and repair of the Boat Shed Buildings, road maintenance, and all utility expenses related to the Boat Shed Compound;
- (b) the Corporation’s reasonable administrative fees, if imposed by the Board; and
- (c) all amounts which the Board determines are related to the Boat Shed Compound and are to be raised for the purpose of the Operating Account or the Capital Replacement Reserve Fund.

Section 9.03 Responsibility for Boat Shed Expenses

The Boat Shed Expenses shall be paid exclusively by the Boat Shed Proprietors. The annual budget under Section 9.05 shall be prepared in a manner that ensures the Owners of the Corporation who are not Boat Shed Proprietors are not allocated any Boat Shed Expenses.

Section 9.04 Allocation of Boat Shed Expenses

- (a) The Board may allocate as Boat Shed Expenses a portion of any taxes, insurance premiums, or other expenses which are in respect to Common Property Unit 5 as a whole, or which are shared amongst the Boat Shed Compound and Common Property Unit 5, and the Corporation’s allocation of such expenses shall be final and binding. The portion of expenses in respect to Common Property Unit 5 which is not allocated as Boat Shed Expenses shall be deemed to be Common Expenses.
- (b) Boat Shed Expenses which are attributable to the entire Boat Shed Compound shall be allocated in equal share to each Boat Shed Proprietor.
- (c) Notwithstanding Section 9.04(b), the Board may allocate any expenses, which it deems to be the responsibility of a specific Boat Shed Proprietor, exclusively to such person, and the Board’s allocation of such expenses shall be final and binding.

Section 9.05 Budget and Assessments

At least thirty (30) days prior to the end of each fiscal year the Corporation shall provide to each Owner:

- (a) a copy of the budget for the ensuing fiscal year which shall set out by categories an estimate of the Common Expenses and the Boat Shed Expenses for the next fiscal year, including a reasonable provision for contingencies and replacements; and
- (b) a notice of the assessment for his Contribution towards the Common Expenses and Boat Shed Expense (if applicable) for said ensuing fiscal year. Said assessment shall be made with respect to:
 - (i) Common Expenses, to the Owners in proportion to their Unit Factors as shown in the Condominium Plan; and

- (ii) Boat Shed Expenses, to each Boat Shed Proprietor in equal proportion to all other Boat Shed Proprietors, except as otherwise determined by the Board in accordance with Section 9.04(c).

If, after providing the budget to the Owners, the Corporation makes revisions to the budget, it shall provide a copy of the revised budget to the Owners as soon as possible.

Section 9.06 Payment of Expenses

The Common Expenses and Boat Shed Expenses set forth in each assessment shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time. Each Owner shall pay its share of Common Expenses and Boat Shed Expenses (if applicable) to the Corporation:

- (a) Monthly, in equal instalments due on the first day of each month during the fiscal year for which such assessment is made; or
- (b) Annually, due on the first day of the fiscal year for which such assessment is made.

Section 9.07 Special Contributions – Common Expenses

If the estimated amount of Common Expenses proves inadequate for any reason (including non-payment of an Owner's assessed Contribution), the Board may levy such further assessments as are required. All such special Contributions shall be apportioned and assessed to the Owners in proportion to each Owner's Unit Factors as compared to the total Unit Factors in the Parcel. In order to levy a special Contribution, the Board must pass a resolution and provide notice to the Owners in accordance with Section 39.1 of the Act. If the amount collected by the Corporation exceeds the amount required or for any other reason is not fully used for the purpose set out in the Board resolution, the Corporation must pay the excess funds into the Capital Replacement Reserve Fund.

Section 9.08 Special Contributions – Boat Shed Expenses

If the estimated amount of Boat Shed Expenses proves inadequate for any reason (including non-payment of a Boat Shed Proprietor's assessed Contribution), the Board may levy such further assessments as are required. All such special Contributions shall be apportioned and assessed to the Boat Shed Proprietors in equal share to each of the other Boat Shed Proprietors. In order to levy a special Contribution, the Board must pass a resolution and provide notice to the Owners in accordance with Section 39.1 of the Act. If the amount collected by the Corporation exceeds the amount required or for any other reason is not fully used for the purpose initially intended, the Corporation must pay the excess funds into the Capital Replacement Reserve Fund.

Section 9.09 Interest

All payments of whatsoever nature required to be made by each Owner and not paid within such period as may from time to time be established by the Board, shall bear interest at the rate of twelve (12%) percent per annum, or such rate as may be passed by Special Resolution from time to time, calculated on a simple interest basis from the date due until payment is received by the Corporation. All payments on account shall be applied to interest and then to the assessment payment first due.

Section 9.10 Non-Waiver of Expenses

The omission by the Board to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these

By-laws, or release of the Owner or Owners from their obligation to pay the assessments or special Contributions or any instalments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed. No Owner can exempt himself from liability for his Contributions by waiver of the use or enjoyment of any of the Common Property, by vacating or abandoning his Unit, or by declining to use utilities or services supplied to his Unit.

ARTICLE 10 CAPITAL REPLACEMENT RESERVE FUND

Section 10.01 Capital Replacement Reserve Fund

The Board shall establish and maintain a fund called "**Capital Replacement Reserve Fund**" to be used for the repair or replacement of:

- (a) any real and personal property owned by the Corporation; and
- (b) the Common Property;

where the repair or replacement does not occur annually.

Section 10.02 Maximum Expenditure

The Board may by resolution determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure.

Section 10.03 Reserve Fund Study, Report, and Plan

In accordance with the Act, the Board shall, at least every five (5) years, obtain a Reserve Fund Study and Reserve Fund Report from a Reserve Fund Study Provider, and prepare a Reserve Fund Plan.

After receiving the Reserve Plan Report, the Board shall prepare and adopt a Reserve Fund Plan that describes how the expected repairs and replacements will be funded. The Board shall provide each Owner with a copy of the Reserve Fund Plan prior to collecting any funds to be used for the purpose of addressing those matters outlined in the Reserve Fund Report.

Section 10.04 Annual Report

The Corporation must prepare an annual report for each fiscal year respecting the Capital Replacement Reserve Fund, to be included with its annual financial statement, setting out at least the following:

- (a) the amount of the Capital Replacement Reserve Fund as of the last day of the immediately preceding fiscal year;
- (b) all the payments made into and out of the Capital Replacement Reserve Fund for that year and the sources and uses of those payments;
- (c) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
- (d) the amount of the Capital Replacement Reserve Fund projected for the current fiscal year;
- (e) total payments by Ordinary Resolutions or Special Resolutions into, and payments out of, the Capital Replacement Reserve Fund for the current fiscal year; and

- (f) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements.

ARTICLE 11 OPERATING ACCOUNT

Section 11.01 OPERATING ACCOUNT

In accordance with the Act, the Corporation shall, from funds levied as Contributions under these By-laws, establish and maintain an operating account to be used to provide sufficient funds for:

- (a) the control, management and administration of the real and personal property of the Corporation, the Common Property, and Common Property Units; and
- (b) the payment of any other obligation of the Corporation;

that are not required to be paid out of the Capital Replacement Reserve Fund.

ARTICLE 12 FAILURE TO COMPLY WITH BY-LAWS OR RULES

Section 12.01 Notice of Breach

If the Board determines that a By-law or rule of the Corporation is being or has been breached, it may, by resolution, cause a notice of proposed sanction to be delivered to the Owner and the Occupier or tenant alleged to be in breach.

The notice shall include:

- (a) the Unit number associated with the breach;
- (b) the name of the person subject to the proposed sanction, if known;
- (c) the By-law(s) and/or rule(s) that has/have been breached;
- (d) the date and time of the breach, if applicable;
- (e) other relevant particulars of the breach;
- (f) the maximum monetary sanction for breach of the By-law(s), if applicable;
- (g) a description of corrective or other actions that must be taken regarding the breach, if any;
- (h) the deadline, which must be at least three (3) days, excluding holidays, after service of the notice, for taking the required actions or providing a written response to the notice, if any.

Section 12.02 Notice of Sanction

Once the deadline for a written response or corrective actions has expired and the Board is not satisfied with the response or actions, if any, the Board may by resolution impose a sanction on the Owner that was served with the notice of proposed sanction under Section 12.01.

The Corporation shall serve notice on the Owner subject to a sanction, which includes:

- (a) with respect to a fine, the amount of the fine and instructions and the deadline for its payment;
- (b) with respect to a non-monetary sanction, a description of the sanction and the date and time which it comes into force;
- (c) the reason for issuing the sanction;
- (d) the date of the Board resolution approving the sanction.

Section 12.03 Fines

- (a) The Board shall not issue a fine for breach of a rule of the Corporation.
- (b) If the Board resolves to issue a fine for breach of a By-law, the fine shall not exceed:
 - (i) \$500.00 for the first breach and \$1,000.00 for any subsequent breach, or such greater amount permitted under the Act;
 - (ii) in the event of a continuing breach, \$500.00 for the first week and \$1,000.00 for each subsequent week or each week of any subsequent continuing breach, or such greater amount permitted under the Act.

Section 12.04 Performance by Corporation

If an Owner or Occupant fails to meet its obligations under the Act or these By-laws, the Corporation may, at the sole cost of the Owner or Occupant, perform such acts as are necessary to fulfill the obligations of the Owner or Occupant.

ARTICLE 13 DEFAULT

Section 13.01 Action Against Owner

Without restricting, limiting, or derogating from any other remedy available to the Corporation, the Corporation has the right to recover from any Owner, by an action for debt:

- (a) the unpaid amount of any Contributions, together with interest and the actual costs incurred by the Corporation (including legal costs and bank charges related to NSF cheques, etc.) in recovering the unpaid Contributions;
- (b) any costs incurred by the Corporation in performing the Owner's or Occupant's duties as outlined in the Act or these By-laws;
- (c) any fines levied by the Corporation; and
- (d) any other amount which an Owner owes the Corporation.

Any partial recovery of debt by the Corporation from an Owner shall be applied first to the longest outstanding sums owed by such Owner to the Corporation.

Section 13.02 Charge Against Unit

The Corporation has a charge against the estate of a defaulting Owner for any amounts that the Corporation has the right to recover under these By-laws or the Act, including but not limited to legal fees and disbursements. The charge shall be deemed to be an interest in land and the Corporation may register a caveat in that regard against the title to the defaulting Owner's Unit. The Corporation shall not be obliged to discharge the caveat until all arrears, including interest and enforcement costs, have been paid.

Section 13.03 Commencement of Action

No action shall be commenced and no caveat shall be registered until the payment in question is at least thirty (30) days overdue.

Section 13.04 Payment on Default

Any person may pay any unpaid Contribution with respect to the residential Unit after the expiration of thirty (30) days following the due date for payment by the Owner in default. Upon such payment being made, such paying person shall be subrogated to the Corporation's charge and shall be entitled to enforce its charge in accordance with these By-laws.

ARTICLE 14 RESIDENTIAL TENANTS

Section 14.01 Rental of Unit

An Owner shall not rent its Unit without first providing notice to the Corporation in accordance with the Act. Further, within 20 days after an Owner ceases to rent or lease its Unit, the Owner shall give the Corporation written notice that its Unit is no longer rented or leased.

The Corporation is authorized to exercise all rights and powers conferred on it by the Act with respect to rented residential Units and the Owners and tenants thereof, and the Corporation is specifically authorized to:

- (a) impose or collect and deal with damage deposits under Section 53 of the Act;
- (b) give notice to give up possession of all or part of the Unit under Section 54 of the Act; and
- (c) make applications to the court under Sections 55 and 56 if the Act.

ARTICLE 15 BOAT SHEDS

Section 15.01 Administration of Boat Shed Compound

The Boat Shed Buildings, including the roadways and any utilities and other infrastructure which provides access or services exclusively to the Boat Shed Buildings, but excluding any improvements which a Boat Shed Proprietor has made to the area in front of the overhead door of a Boat Shed, are collectively referred to herein as the "**Boat Shed Compound**". The Corporation shall administer and maintain the Boat Shed Compound for the benefit of the Boat Shed Proprietors in accordance with these By-laws.

Section 15.02 Grant of Exclusive Use and Possession

The Boat Sheds are designated as Exclusive Use Areas and the Corporation may grant exclusive use and possession of the Boat Sheds to the Boat Shed Proprietors upon the terms and conditions set out in these By-laws. The Boat Shed Proprietors' rights and obligations with respect to their exclusive use and possession of the Boat Sheds shall be referred to herein as the "**Boat Shed Grants**".

Section 15.03 Terms and Conditions

Without limiting the application of any provision of the By-laws to the Boat Shed Grants, the basic terms and conditions governing the Boat Shed Grants are as follows:

- (a) Boat Shed Grants shall only be granted or assigned to Owners;
- (b) In the event a Boat Shed Proprietor ceases to be an Owner, the Boat Shed Proprietor shall notify the Corporation and shall assign its Boat Shed Grant to another Owner within three hundred and sixty five (365) days following the disposition of the Boat Shed Proprietor's Unit, failing which, the Boat Shed Proprietor shall cease to have any right to use or possess the Boat Shed and the Boat Shed Proprietor shall be deemed to grant a power of attorney to the Corporation for the purpose of selling and assigning the Boat Shed Grant to another Owner. The Corporation shall assign the Boat Shed Grant to an Owner on such terms and conditions and at such price as the Board considers advisable in its sole discretion. Upon the sale of a Boat Shed Grant by the Corporation, the Board shall pay and transfer the net sale proceeds, if any, minus any outstanding amounts owing by the Boat Shed Proprietor to the Corporation, expenses incurred in relation to the Boat Shed prior to the sale of the Boat Shed Grant, expenses incurred in respect to the sale and assignment of the Boat Shed Grant, and all legal fees on a solicitor client full indemnity basis incurred in connection with this Section 15.03(b);
- (c) In the event a Boat Shed Proprietor fails to assign its Boat Shed Grant within three hundred and sixty five (365) days following the disposition of the Boat Shed Proprietor's Unit and fails to remove all personal property from the Boat Shed prior to the end of said period, the Board may assign a value to the personal property stored in the Boat Shed and dispose of or sell any such personal property at the Board's sole discretion. The Boat Shed Proprietor shall be deemed to grant a power of attorney to the Corporation for the purpose of selling any personal property stored in its Boat Shed following the expiration of the above noted period. Upon the sale of a Boat Shed Proprietor's personal property, the Board shall pay and transfer the net sale proceeds, if any, minus any outstanding amounts owing by the Boat Shed Proprietor to the Corporation, expenses incurred in relation to the storage, disposal, and/or sale of the personal property, and all legal fees on a solicitor client full indemnity basis incurred in connection with this Section 15.03(c);
- (d) If a Boat Shed Grant is held by more than one Boat Shed Proprietor, a right of survivorship shall apply, and upon the death of a Boat Shed Proprietor, the Boat Shed Grant shall transfer to the surviving Boat Shed Proprietor(s);
- (e) The Boat Shed Grants shall be assignable between Owners, at the discretion of the Boat Shed Proprietors, provided such assignment is conducted in accordance with the By-laws;
- (f) Boat Shed Proprietors shall not be permitted to sublet their Boat Sheds without prior written consent of the Board, which consent shall not be unreasonably withheld;

- (g) Boat Shed Proprietors shall pay all Contributions for Boat Shed Expenses in accordance with the By-laws;
- (h) The Boat Shed Proprietors shall be permitted, at their sole expense, to make changes, alterations, additions, and improvements to the interior of the Boat Sheds provided that the Boat Shed Proprietor shall not penetrate the roof or any wall without prior written approval of the Board, which approval shall not be unreasonably withheld. Notwithstanding any prior written approval of the Corporation, all changes, alterations, additions, and improvements shall comply with all statutes, regulations, by-laws, specifications, or requirements of any governmental authority having jurisdiction;
- (i) The Boat Shed Proprietor shall repair, maintain, and if required replace all components of the Boat Shed to ensure such components remain in good working order, which shall be determined by the Board acting reasonably. Without restricting the foregoing, the Boat Shed Proprietor shall repair, maintain, and if required replace the components of the overhead door as set out in the Boat Shed SIUD (excluding the overhead door panels). The replacement components of the overhead door shall be subject to approval of the Board;
- (j) In the event that an improvement, such as a concrete pad, has been made to the area directly in front of the Boat Shed overhead door, the Boat Shed Proprietor shall be solely responsible for maintaining, repairing, replacing, or removing such improvement, and shall be liable to the Corporation for any expenses and/or damage caused to the Boat Shed Compound as a result of the removal of such improvement. Any addition of an improvement to the area in front of the Boat Shed overhead door shall be subject to approval of the Board, which may be withheld at the Board's sole discretion. The repair, replacement, or removal of any improvement to the area directly in front of the Boat Shed overhead door, shall be subject to approval of the Board, which shall not be unreasonably withheld;
- (k) The Boat Shed Proprietor shall maintain the Boat Shed in a clean and tidy condition, free from refuse or debris, which condition shall be determined by the Board acting reasonably;
- (l) The Boat Shed Proprietor shall maintain general liability insurance in respect to their Boat Shed with a limit of liability of not less than one million (\$1,000,000.00) dollars for any one person injured, or for any one accident or occurrence;
- (m) Nothing shall be done or omitted, or permitted by the Boat Shed Proprietors to be done or omitted, in the Boat Sheds which, may have the effect of invalidating the Corporation's insurance or increasing its insurance rates;
- (n) Nothing shall be done or omitted, or permitted by the Boat Shed Proprietors to be done or omitted, in the Boat Sheds which, in the opinion of the Board, is or results in a nuisance or an annoyance. The Board's opinion as to what constitutes a nuisance or annoyance is final;
- (o) Upon reasonable notice, the Corporation shall be permitted to enter the Boat Sheds to inspect the state of repair and the Boat Shed Proprietors' compliance with the Boat Shed Grant and the By-laws;

- (p) The Corporation shall not be liable for any loss, injury, or damage howsoever caused to any persons using the Boat Shed Compound or to any property thereon. All property kept or stored in the Boat Sheds shall be at the sole risk of the Boat Shed Proprietors. Without restricting the generality of the foregoing, the Corporation shall not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause. The Corporation shall not be liable for any loss, injury, or damage caused by acts or omissions of any persons not the employees or agents of the Corporation. The Corporation shall not be liable for any loss or damages caused by or incidental to the possession or sale of a Boat Shed Proprietor's Boat Shed Grant or personal property in accordance with Section 15.03(b) or Section 15.03(c). Further, in no event shall the Corporation be liable for any consequential or indirect damages suffered by the Boat Shed Proprietors;
- (q) The Boat Shed Proprietors shall indemnify and save harmless the Corporation against all liability, claims, damages, or expenses due to or arising out of any act or failure to act by the Boat Shed Proprietors (or their servants, employees, agents, invitees or licensees) on or about the Boat Shed Compound or due to or arising out of any breach by the Boat Shed Proprietors of any provision of the Boat Shed Grant or the By-laws, including liability for injury or damages to the persons or property of the Boat Shed Proprietors' servants, employees, agents, invitees or licensees. The Boat Shed Proprietors further agree to indemnify and save harmless the Corporation from all costs, charges, or damages to which the Corporation may be put or suffered by reason of the breach by a Boat Shed Proprietor or any non-compliance by a Boat Shed Proprietor of any laws, directions, rules, and regulations of any government agencies having jurisdiction; and
- (r) All obligations of the Boat Shed Proprietors under a Boat Shed Grant are joint and several and the Corporation shall be entitled to enforce all or any of the provisions of a Boat Shed Grant as against any one or more of the Boat Shed Proprietor parties without prejudice to any claim that the Corporation may have against the parties as a Boat Shed Proprietor, collectively or individually.

Section 15.04 Record of Grants

The Corporation shall maintain a register of all current Boat Shed Proprietors (the "**Boat Shed Register**"), which shall accord with the outstanding Boat Shed Grants at any given time. Upon the initial implementation of the Boat Shed Register, the Board shall determine the current Boat Shed Proprietors based on historical use of the Boat Sheds and the Owners who are currently in possession of the same. When a Boat Shed Grant is assigned from one Boat Shed Proprietor to another, the assignor shall notify the Corporation of the assignment, and, upon the Corporation's receipt of such notice, it shall record the change on the Boat Shed Register, provided that such assignment is in accordance with these By-laws. In the event of a conflict between the Boat Shed Register and an Owner's claim of rights with respect to a Boat Shed, the Boat Shed Register shall prevail, provided that the Board shall consider any evidence provided by the Owner regarding such claim of rights.

Section 15.05 Boat Shed Certificate

Within ten (10) days of a written request from a Boat Shed Proprietor, the Corporation shall provide a certificate which evidences the Boat Shed Grant held by the Boat Shed Proprietor (a "**Boat Shed Certificate**"). A Boat Shed Certificate shall contain:

- (a) The name(s) of the current Boat Shed Proprietor(s);
- (b) The respective Boat Shed number; and

- (c) The basic terms and conditions of the Boat Shed Grant set out in Section 15.03.

Section 15.06 Assignment of Boat Shed Grant

The Board may adopt, amend, or replace an assignment of grant agreement (“**Assignment of Boat Shed Grant**”), from time to time, to facilitate the assignment of Boat Shed Grants between Boat Shed Proprietors. In the event the Board adopts an Assignment of Boat Shed Grant, the Boat Shed Proprietors shall execute the same in order to effect an assignment of their respective Boat Shed Grants.

ARTICLE 16 AMENDMENT OF BY-LAWS

Section 16.01 Amendment of By-laws

Notwithstanding any other provision of these By-laws, where a By-law is to be amended, repealed or replaced, the persons entitled to vote shall be given written copies of the text of the proposed amendment, repeal or replacement not less than fourteen (14) days prior to the day upon which the Special Resolution is to be voted on.

ARTICLE 17 RESTRICTIONS ON USE

Section 17.01 Restrictions on Use

An Occupant shall not:

- (a) use or permit use of any part of the Common Property, other than portions thereof designated for such use by the Board, to park or store motor vehicles, boats or other chattels, or use any part of the Common Property for purposes other than as designated for or assigned by the Board;
- (b) park any Recreational Vehicle on a Unit, unless expressly permitted by the Board; use a Recreational Vehicle for overnight accommodation except in areas specified by the Board, and, in particular, shall not use a Recreational Vehicle for overnight accommodation while the same is parked in the Storage Compound;
- (c) permit an inoperable vehicle to be brought onto, or be stored on, the Project, unless the inoperable vehicle is stored in a Boat Shed or in the Storage Compound; permit an inoperable vehicle to be stored in the Storage Compound for more than 365 days without consent of the Board, which may be withheld at the Board’s sole discretion;
- (d) permit a vehicle, such as a car, truck, motorcycle, Off-Highway Vehicle, or Recreational Vehicle (collectively referred to in this Section 17.01(d) as a “**Vehicle**”), to be brought onto, or be operated on, the Project, unless such Vehicle is registered, if applicable, and insured; permit a Vehicle to be operated by a person on the Project unless such person holds a valid operator’s licence; permit a Vehicle to be operated on the Project in a manner that has the effect of invalidating the Corporation’s insurance coverage or increasing the Corporation’s insurance rates;
- (e) use or enjoy the Common Property in such a manner as to unreasonably interfere with its use and enjoyment by other Occupants of the Project;

- (f) use his Unit or any portion of the Common Property in a manner or for a purpose that would cause a nuisance or hazard to any other Occupant of the Project;
- (g) carry on or permit to be carried on in or from any Unit or use any Unit for purposes which are illegal, unlawful, immoral or in contravention of any rule, regulation, resolution, by-law, ordinance or statute promulgated by the Corporation, the Board or any governmental authority;
- (h) make undue noise in his Unit or on or about the Common Property;
- (i) keep any animals on an Owner's Unit except such number and type of animals permitted under the Town of Vulcan bylaws, as amended or replaced from time to time; house any animals outside of the dwelling on an Owner's Unit; allow any livestock, agricultural, or farmyard animal to be brought onto or kept on the Project; permit any animal to be present outside of the dwelling on an Owner's Unit or on any other part of the Project unless such animal is leashed;
- (j) place or erect on any Unit any structure, except a fence, a deck, an awning or storage shed, cottage or residence, the design, material and colour of which has been approved by the Board and which complies with By-law Section 17.05;
- (k) remove from any Unit or the Common Property any chattel, fixture, erection or other installation thereon, made by the Corporation or on behalf of the Corporation, without the approval of the Board, and shall not make any alteration to the Unit and any of the Common Property component therein without the approval of the Board first obtained;
- (l) use the Unit or any portion of the Common Property for any purpose which may be injurious to the reputation of the Project;
- (m) permit a television antenna or similar structure or appurtenances thereto to be erected on or fastened on any Unit except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board;
- (n) obstruct a sidewalk, walkway, passage, roadway, driveway, or parking area on Common Property, except temporarily for ingress or egress directly to and from a Unit, and, in particular, shall not park a vehicle in a manner that may block or obstruct a roadway on Common Property;
- (o) permit, erect or cause to be erected or remain on the Common Property any structure, barrier or any other matter or thing of a permanent or semi-permanent nature except with the prior approval of the Board;
- (p) to permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns in the Common Property and shall not place their chairs, tables, children's playthings, devices or toys or other objects on such lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of such lawns or the maintenance of such grounds generally;
- (q) deposit household refuse and garbage outside the Building on his Unit other than in the manner prescribed by the Board;

- (r) allow his Unit to become unsanitary, untidy or unsightly in appearance in the opinion of the Board or the Manager;
- (s) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or on or about any Unit without the prior approval of the Board, except notices not exceeding twelve (12") inches by eight (8") inches (30 cm by 20 cm) in size placed upon notice boards provided by direction of the Board for the placement of notices;
- (t) trespass on another Occupant's Unit and shall not permit his family or guests to trespass on another Occupant's Unit;
- (u) allow the area in and around his Unit to become untidy, provided that the Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to any Unit to its satisfaction and charge the expense to the Occupant of such Unit;
- (v) do any act or thing or neglect or fail to do any act or thing on the Project which would render invalid any insurance in force and maintained by the Corporation or in its favour or which would increase the premium therefor;
- (w) operate a motor vehicle on Common Property at a speed in excess of twenty-five (25) kilometers per hour or as set and posted by the Corporation from time to time;
- (x) have open fires anywhere on the Project except in properly constructed fire pits;
- (y) shoot at, hunt or kill wildlife or use firearms, bow, arrows, slingshots or airguns in or on the Project.

In the event that the Board is unable to or elects not to enforce the provisions of this Section 17.01, in accordance with these By-laws, such non-enforcement shall not be determined to be a condonation of any breach thereof.

Section 17.02 Duty to Ensure Compliance

An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Section 17.01.

Section 17.03 Waiver of Liability and Indemnity – Off-Highway Vehicles

- (a) The Corporation shall not be liable for any loss, injury, death, or damage howsoever caused to any persons arising out of or resulting from the operation of Off-Highway Vehicles on the Project. Each Owner waives and releases any and all claims which they may have, following the enactment of this Section 17.03, against the Corporation or its Manager, their respective directors, officers, employees, agents, representatives, successors, and assigns (collectively, the "**Releasees**"), arising out of or attributable to the operation of an Off-Highway Vehicle by an Owner or their Occupant(s) on the Project, including without limitation any loss, injury, death, or damage which may be caused by the negligence of the Releasees or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. Each Owner covenants not to make or bring any such claim against the Releasees, and forever release and discharge the Releasees from liability under such claims.

- (b) Each Owner shall be liable for any loss, injury, death, or damage caused by their operation of an Off-Highway Vehicle or the operation of an Off-Highway Vehicle by their Occupant(s). Each Owner shall defend, indemnify and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees on a solicitor client full indemnity basis, in connection with any third-party, claim, suit, action, or proceeding arising out of or resulting from the operation of an Off-Highway Vehicle by the Owner or their Occupant(s).

Section 17.04 Common Facilities

Use of Common Facilities shall be subject to the control of the Board, which shall be entitled to:

- (a) establish a user fee to offset some or all of the operating costs thereof in its discretion; and
- (b) establish rules and regulations particular to the use of the Common Facilities from time to time as the Board shall deem fit.

Section 17.05 Development Controls

The following development controls apply to the Project:

- (a) Building elevations and height must be situated such that the construction of any Building does not completely block the view of any other lot or Building, the elevations or heights to be as specified in the approved plans;
- (b) proposed exterior treatments must be acceptable to the Board and must be specified in the application to the Board for approval, and shall be limited to wood siding, stucco, vinyl, metal or composite siding using earthtone colours, local stone or natural coloured brick, singly or in combination. Highlights of primary colour may be utilized;
- (c) all dwellings, in their design must recognize the slope aspect of each lot and the suitability of the dwelling design to that lot;
- (d) all cottage lots will have mandatory front drive access with on-site parking for at least two vehicles;
- (e) Corner Lot Restriction - on a corner lot, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of four (4) feet above the centre line grades of the intersecting streets in the area bounded by the property lines of such corner lots joining points along the property line twenty-five (25) feet from the point of the intersection;
- (f) Fencing - although fencing is discouraged, no fence shall exceed five (5) feet six (6) inches above ground level, subject to the approval of the Board and common fences on parks shall require a two-thirds majority of the Owners, the cost being assessed as a special Contribution;
- (g) Setbacks - no Building or portions thereof, including cottages, garages, carports, awnings or porches shall be closer than five (5) feet from a side, twenty (20) feet from the front or twenty-five (25) feet from the rear property line;

- (h) Cottage Construction - shall consist either of conventional stick built or prefabricated homes erected on site. Mobile homes are strictly prohibited;
- (i) attached garages are encouraged. Where garages are used apart from the main dwelling, they shall employ similar construction materials to that of the main dwelling;
- (j) the Owner must landscape the unit in a manner satisfactory to the Board;
- (k) no development or construction may be commenced without first obtaining a development permit or its equivalent from the Board or the Board appointed Development Application Committee, if applicable;
- (l) the Purchaser acknowledges that, in addition to the afore-described restrictions, he/she shall not be entitled to construct upon the property Buildings, fixtures or any improvements of any nature of kind without supplying the Board or the Development Application Committee, as applicable, with one complete set of construction plans drawn to scale to be kept on file showing site location on the unit, size in square feet or metres, side and front elevations and exterior finishing material; and receiving written permission from the Board or the Development Application Committee, as applicable.

ARTICLE 18 WAIVER OF MEASURABLE STANDARDS

Section 18.01 Waiver of Measurable Standards

Upon determination that an unintentional error was made during construction, the Board is authorized to grant a waiver of any measurable standard contained in Section 17.05 ("**Waiver**"), within reasonable limits of materiality. A Waiver shall be issued by resolution of the Board, if in the sole opinion of the Board, the Building will not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties. A Waiver shall be issued irrevocably with copies of the resolution issued to the relevant Owner.

ARTICLE 19 EASEMENTS

Section 19.01 Easements

- (a) Without limiting the generality hereof, each Owner acknowledges and agrees that they are bound by the provisions of the Act respecting easements. In addition, each Owner further agrees that there is implied in respect of each unit shown on the Condominium Plan and with respect to any residence constructed on a unit:
 - (i) in favour of the Owner of the Unit and as appurtenant to the Unit, an easement for the subjacent and lateral support of the residence and Unit by the Common Property and by every other Unit capable of affording support;
 - (ii) in favour of the Owner of the Unit and as appurtenant to the Unit, easements for the passage or provision of water, sewage, drainage, gas, electricity, garbage and other services including telephone, radio and television services through or by means of any pipes, wires, cables or otherwise capable of being used in connection with the enjoyment of the Unit;

- (iii) as against the Owner of the Unit, an easement to which the Unit is subject for the subjacent and lateral support of the Common Property and of every other Unit capable of enjoying support;
- (iv) as against the Owner of the Unit, easements, to which the Unit is subject for the passage or provision of water, sewage, drainage, gas, electricity, garbage and other services including telephone, radio and television services through or by means of any pipes, wires, cables or otherwise as appurtenant to the Common Property and also to every other Unit capable of enjoying those easements.
- (b) The Owner of any utility service who is providing service to the Unit is entitled to the benefit of any of those easements contained in these By-laws that are appropriate to the proper provision of that service, but not to the exclusion of the Owner of any other utility service.
- (c) All ancillary rights and obligations reasonably necessary to make an easement effective and to apply in respect of easements set out herein, including the right of an Owner of any dominant tenement to enter a servient tenement and replace, renew, or restore anything the dominant tenement is entitled to benefit from.
- (d) The Owners acknowledging that the streets and roads providing ingress and egress to and throughout the area comprising the Condominium Plan are situated on Units owned by the Condominium Corporation, covenant and agree that all Owners, their successors and assigns shall have non-exclusive easements of access, ingress and egress to and over the streets and roads established in this condominium development. The Condominium Corporation shall maintain all such streets for reasonable pedestrian and vehicular access which streets shall at all times be maintained in a safe and clean condition and in good order and repair and shall be responsible for all costs with respect to the maintained in a safe and clean condition and in good order and repair and shall be responsible for all costs with respect to the maintenance and repair which subsequently be assessed against the Owners as the Condominium Corporation determines. Should this obligation to maintain and repair fail to be discharged the Owners shall have the right but not the obligation to perform such maintenance and repair and to be reimbursed for the costs and expenses thereof. All these covenants shall be binding upon and enure to the benefit of and shall run with the lands and to the benefit of any party acquiring right, title or interest in the lands, Units or any portion thereof.
- (e) The Owners covenant and agree that those easements and covenants registered against the lands and those set out in these By-laws are for the benefit of the Corporation and their Unit and that they run with the land, and may only be removed with the consent of the Corporation, the owners or operators of any utilities for whose benefit the easements or covenants are secured and any parties having an interest therein, the cost of which discharge or removal shall be at the Owners' expense.

ARTICLE 20 INSURANCE

Section 20.01 Insurance of the Corporation

The Board, on behalf of the Corporation, shall obtain and maintain at all times insurance on all the insurable Common Property and all insurable property, both real and personal, of any nature whatsoever of the Corporation, including with respect to the fixtures and finishing set out in the Boat Shed SIUD, to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing, such insurance shall provide and include the following:

- (a) coverage for fire, extended perils in accordance with the Act and such other perils as from time to time the Board shall deem advisable;
- (b) coverage to the full replacement value of all Buildings and other fixed improvements upon the Common Property and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- (c) adequate boiler insurance if any boilers or pressure vessels exist;
- (d) coverage of such other risks or causes as the Board may determine or as may be determined by Special Resolution of the Corporation;
- (e) that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation the insurance may only be subject to forfeiture or defence or breach of condition insofar as the separate interest of the person or party in breach are concerned;
- (f) that no breach of any statutory or other condition of any policy by the Corporation or any Owner shall invalidate the policy as against any Mortgagee in any way or to any extent; and
- (g) standard mortgagee endorsements in favour of all Mortgagees who have notified their interests to the Corporation.

Nothing in this section shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

Notwithstanding the foregoing, an Owner may, and upon the written consent of his Mortgagee an Owner shall, carry insurance on his own Unit as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by an Owner.

In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their Mortgagees.

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident to the ownership or use of the Common Property Units and all Common Property owned by the Corporation. Limits of liability under such insurance shall not be less than One Million (\$1,000,000.00) Dollars for any one person injured or for any one accident and shall not be less than Five Hundred Thousand (\$500,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her or their action against another named insured.

Section 20.02 Insurance Against Fraudulent and Dishonest Acts

The Corporation shall obtain and maintain coverage for a loss directly caused by a fraudulent or dishonest act of a Director or a manager (“**manager**” in this Section 20.02 includes an employee who handles money belonging to the Corporation), where the Director or manager acts alone or in collusion with others with intent to cause a loss to the Corporation or improperly obtain a financial benefit for the Director, the

manager, or another person. Such coverage shall be in an amount that is not less than the sum of the reserve fund balance plus the sum of the operating account balance at the beginning of the Corporation's current fiscal year. The Corporation shall review the amount of coverage under this Section 20.02 at least every two (2) years.

ARTICLE 21 INFORMATION

Section 21.01 Retention of Information

The Corporation shall retain information in accordance with the Act and shall provide the same upon request under Section 21.02 only so long as the Corporation is required to retain such information.

Section 21.02 Information to be Provided

Within ten (10) days of a written request from an Owner, purchase, Mortgagee or the solicitor of an Owner, purchase, or Mortgagee, or a person authorized by any of those persons, the Corporation shall provide the following information and/or documents, as requested:

- (a) an estoppel certificate, as prescribed by the Act;
- (b) an information statement that includes all of the following:
 - (i) the particulars of:
 - A) any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;
 - B) any unsatisfied judgment or order for which the Corporation is liable; and
 - C) any written demand made on the Corporation for an amount in excess of \$5,000 that, if not met, may result in an action being brought against the Corporation;
 - (ii) a statement setting out the amount of the Capital Replacement Reserve Fund;
 - (iii) a statement setting out the amount of the Contributions and the basis on which that amount was determined;
 - (iv) a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included on the Condominium Plan;
 - (v) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;
- (c) the particulars or a copy of any subsisting or prior management agreement;
- (d) the particulars or a copy of any subsisting recreational agreement;

- (e) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
- (f) a copy of the budget of the Corporation;
- (g) a copy of the annual financial statements of the Corporation;
- (h) a copy of the By-laws of the Corporation;
- (i) in respect of a particular fiscal year, a copy of:
 - (i) all approved minutes of all general meetings of the Corporation, if available;
 - (ii) draft minutes of general meetings, if approved minutes are not available, for meetings that occurred at least thirty (30) days before the date of the request; and
 - (iii) approved minutes of Board meetings;
- (j) a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;
- (k) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation;
- (l) a consolidation of all the rules made by the Corporation;
- (m) the text of written Ordinary Resolutions and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;
- (n) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;
- (o) copies of insurance certificates held by the Corporation;
- (p) copies of insurance policies held by the Corporation;
- (q) copies of Reserve Fund Plans, Reserve Fund Reports and annual reports.

Section 21.03 Delivery of Information

Unless a person requests that information or documents under Section 21.02 be provided in paper form, the Corporation may provide such information or documents in electronic form.

Section 21.04 Delivery Fees

The Corporation may charge a fee for delivery of the information or documents under Section 21.02, only as permitted under the Act.

ARTICLE 22 ESTOPPEL CERTIFICATES

Section 22.01 Estoppel Certificate

Any certificate as to an Owner's position with regard to Contributions or otherwise, issued by an officer of the Corporation or the managing agent shall be deemed an estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, purchaser or other person dealing with the Owner; but this shall not relieve the Owner or ex-Owner if he has then disposed of his Unit from liability for all proper obligations of the said Owner whether improperly stated in such estoppel certificate or not, and the same may be enforced in accordance with these By-laws or the Act or as ordinary debts due by the Owner or ex-Owner to the Corporation.

ARTICLE 23 NOTICE OF DEFAULT OF MORTGAGEES

Section 23.01 Notice of Default

Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the Mortgagee.

ARTICLE 24 NON-PROFIT CORPORATION

Section 24.01 Non-Profit Corporation

The Corporation is not organized for profit. No Director or person from whom the Corporation may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, distributed to, or enure to the benefit of any Director. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any Director or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
- (b) any Director or manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

ARTICLE 25 NOTICES

Section 25.01 Address for Service

An Owner, or a Mortgagee that has given notice of its interest to the Corporation, may at any time advise the Corporation in writing of any change of address at which notices shall be served on such Owner or Mortgagee.

Section 25.02 In-person Notice

Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or these By-laws shall be sufficiently given if delivered to an Owner at the address of their Unit or if delivered to an adult person at the Owner's Unit.

Section 25.03 Electronic Notice

If an Owner has requested to receive notices from the Corporation by electronic means and has provided an electronic address for such purpose, the Corporation must send all notices to that address. An electronic address provided to the Corporation must be an email address, a type of electronic address permitted under the Act or a rule of the Corporation, or a type of electronic address approved by a Board resolution. A notice sent by electronic means shall be deemed to have been delivered twenty-four (24) hours after being sent.

Section 25.04 Notice by Mail

Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or these By-laws shall be sufficiently given if sent by prepaid registered mail to:

- (a) an Owner at the address provided to the Manager, or by default, at the address on the Certificate of Title for the Unit;
- (b) to the Corporation at its address for service shown on the Condominium Plan; or
- (c) to a Mortgagee that has given notice of its interest to the Corporation, at its address supplied to the Corporation.

Any notice given by post shall be deemed to have been delivered forty-eight (48) hours after being posted or upon delivery, whichever is earlier.

Section 25.05 Notices to Co-Owners

All notices with respect to any Unit to which two or more persons are jointly entitled shall be addressed to all such persons and served upon any one of such persons, and notice so given shall be sufficient notice to all Owners of such Unit.

Section 25.06 Notice on Deceased Owners

Any notice provided to an Owner in accordance with these By-laws shall, notwithstanding such Owner being then deceased and whether or not the Corporation has notice of his decease, be deemed to have been duly served in respect of the Unit whether held solely or jointly with other persons by such Owner until some other person is entitled to receive notice in his stead in the books of the Corporation as the Owner or joint Owner thereof, and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, personal representatives, or administrators and on all persons, if any, jointly interested with him in such Unit.

Section 25.07 Signature on Notices

The signature of any notice to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

Section 25.08 Calculation of Notice Periods

Where a given number of days notice or a notice extending over any other period is required to be given, the day of service of the notice and the day for which notice is given shall, unless it is otherwise provided be counted in such number of days or other period.

Section 25.09 Evidence of Notice

A certificate of the secretary or other duly authorized officer of the Corporation in office at the time of the making of the certificate as to the facts in relation to the provision of any notice to an Owner shall be prima facie evidence thereof.

Section 25.10 Notice of Multiple Meetings

A special general meeting and the annual general meeting may be convened by one and the same notice, and it shall be no object to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

SCHEDULE “A” – BOAT SHED SIUD

The standard fixtures and finishing in the Boat Sheds are comprised of the following:

FLOORS – Gravel;

INTERIOR WALL COVERINGS – Drywall;

DOORS – Overhead door panels; all components of the overhead door, including hinges, struts, rollers, cabling, torsion tube, drums, springs, door guide tracks, locks, and weather seal;

WINDOWS – Skylight.