



## SUN DALE I CONDOMINIUM CORPORATION CONDOMINIUM CORPORATION BYLAWS

### I Interpretation

#### Interpretation

1(1) In these Bylaws:

- (a) **“Act”** means *The Condominium Property Act, 1993*;
  - (b) **“Annual Meeting”** means an Annual General Meeting of the Corporation;
  - (c) **“Common Property”** means common Property or common facilities and includes exclusive use areas;
  - (d) **“Developer”** means Sun Smart Homes Ltd or any Utility Corporation or Recreation Corporation to which Developer may assign this Agreement.;
  - (e) **“General Meeting”** means a General Meeting of the Corporation other than the Annual Meeting;
  - (e) **“Mortgagee”** means the mortgage holder of a bare land unit, the common Property and the Corporation;
  - (f) **“Owner”** means the registered owner of a bare land unit in whose name the Certificate of Title is issued notwithstanding that any other person may have a beneficial or equitable estate or interest in the bare land unit.
- (2) Words or expressions defined in Section 2 of the Act have the same meaning in these Bylaws.
- (3) The rights and obligations given or imposed on the Corporation or the owners pursuant to these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the owners pursuant to the Act.
- (4) If there is any conflict between these Bylaws and the Act, the Act prevails.

## **II Duties of the Owners**

### **Owner's duties**

2 An owner shall:

- (a) permit the Corporation and its agents, at all reasonable times with notice, except in case of emergency when no notice is required, to enter onto his or her bare land unit for the purposes of:
    - (i) maintaining, repairing or replacing Common Property;
    - (ii) maintaining , repairing or replacing pipes, wires or equipment related to the sewer system;
    - (iii) providing maintenance, lawn care, weed control, snow removal and related services;
    - (iv) providing any extra services requested by Owner;
    - (v) ensuring that the Bylaws are being observed;
  - (b) promptly carry out all work that may be required pursuant to these Bylaws or as required by a local authority or other public authority respecting his or her bare land unit;
  - (c) promptly pay all rates, taxes, charges and assessments that may be payable respecting his or her bare land unit;
  - (d) maintain his bare land unit and any residence constructed thereupon, and keep both in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;;
  - (e) promptly notify the Corporation of:
    - (i) any change in the ownership of the bare land unit; or
    - (ii) any mortgage registered against the bare land unit; and
  - (f) obtain the written consent of the Board before making any alterations to:
    - (i) his or her bare land unit that affect the Common Property or another bare land unit; or
    - (ii) the Common Property.
  - (g) comply with all statutes, regulations and Bylaws of any Dominion, Provincial or Municipal authority which in any way affect the bare land unit or its use and occupation.
  - (h) ensure that he or she and his/her family, tenants, subleasee and any invitees comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time.
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- (i) pay when due the amount of all contributions levied by the Corporation on the Owner with respect to his or her bare land unit, whether or not that bare land unit is occupied by the Owner, a Tenant or other occupant, and pay interest on any arrears of such payments at 18% per annum calculated from the date due;
- (j) be responsible for all costs incurred, fines or charges, levied by the Corporation as a result of any breach of the Bylaws or Act by any person or animal on his or her bare land unit or on the common Property with their permission or the permission of any person residing in his or her bare land unit.
- (k) comply with all architectural controls enacted by the Developer with respect to his or her bare land unit including all provisions of the Restrictive Covenant and Encumbrance Agreement registered by the Developer against the titles to each bare land unit as Interest Register Number 114987022.

### **III Powers and Duties of the Corporation**

#### **Duties of Corporation**

3 The Corporation shall:

- (a) control, manage and administer the Common Property for the benefit of all Owners; and
- (b) on the written request of an Owner or registered mortgagee of a bare land unit, produce to the Owner or mortgagee, or person authorized in writing by the owner or mortgagee, the policy or policies of insurance obtained by the Corporation and the receipt or receipts for the last premium or premiums paid by the Corporation.
- (c) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or Common Property as well as the sewer system from the utility to the intake of the sewer pumps located on each bare land unit;
- (d) maintain and repair the exterior or outside surfaces of the buildings comprising the bare land units if the Corporation by ordinary resolution decides to take over this obligation;
- (e) keep and maintain in good order and condition all areas of the Common Property, including any areas designated for vehicular traffic or outside parking and maintain all grassed or landscaped areas of the Common Property;
- (f) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of the Bylaws and for the control, management and administration of the Common Property generally;

- (g) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, used in connection with the Common Property;
- (h) provide for the maintenance of such cash reserves for replacement of improvements and equipment as it deems reasonable from time to time;
- (i) Arrange for regular removal of garbage where garbage receptacles and removal are not provided by the Utility Corporation responsible for the community utilities.

#### **Powers of Corporation**

4(1) The Corporation may:

- (a) acquire, lease or dispose of real or personal Property to be used:
  - (i) for the maintenance, repair or replacement of the 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) borrow money required by it for the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow or incur any liability in excess of Ten Thousand (\$10,000.00) Dollars on any single occasion or incur aggregate indebtedness or liability at any time exceeding Ten Thousand (\$10,000.00) Dollars without such borrowing or incurring of debt being approved by ordinary resolution of the persons entitled to vote at meetings of the Corporation;
- (c) subject to article 4(3) below, rent common Property or Property owned by the Corporation provided that any rental for a period in excess of one year shall be approved at a General Meeting;
- (d) invest as it may determine any moneys in the fund for administrative expenses;
- (e) invest as it may determine any contributions towards common expenses (operating or reserve);
- (f) provide and maintain out of the assessments to be levied by the Corporation towards the common expenses or otherwise, such amount as the Board may determine from time to time to be fair and prudent for a contingency reserve fund and the contingency reserve fund shall be an asset of the Corporation;
- (g) raise amounts so determined, as well as amounts required for common expenses generally, by levying assessments on the owners in accordance with the scheme of apportionment provided for in these Bylaws.
- (h) determine from time to time the amounts to be raised and collected for the purposes herein before mentioned;

- (i) secure the repayment of money borrowed by it and interest on that money by:
  - (i) negotiable instrument;
  - (ii) a mortgage of unpaid contributions, whether levied or not;
  - (iii) a mortgage of any Property owned by it;
  - (iv) a mortgage of common Property, where approved by special resolution;
  - (v) any combination of subclauses (i) to (iv);
- (j) make an agreement with an Owner or tenant of a bare land unit for the provision of amenities or services by it to the bare land unit or to the Owner or tenant of the bare land unit.
- (k) erect and maintain fences between the Units at such times and in such manner as the Corporation may by resolution determine;
- (l) do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property.
- (2) The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised and performed by the Board.
- (3) The Corporation shall enter into a long term access agreement with the Developer for use of Mihr Way as a boat launch road and access road for parcels "B" and "D" as shown on the approved plan of subdivision and shall sign any documents required to transfer Mihr Way to the Provincial Government as a provincial roadway if so instructed by Developer.

#### **IV Board of the Corporation**

##### **Election of the Board**

- 5(1) Until the first annual general meeting of the Owners, the Board shall consist of the Developer or his nominees. Thereafter, the Board is to consist of not less than three and not more than seven persons.
- (2) An individual shall not be a member of the Board unless that individual is 18 years of age or older.

##### **Eligibility to sit on Board**

- 6(1) If a bare land unit has more than one Owner, only one Owner, or his or her designate, respecting that bare land unit, shall sit on the Board at one time.
- (2) An Owner who has not paid to the Corporation the contributions due and owing respecting his or her bare land unit is not eligible, nor is his or her designate, for election to the Board.

- (3) An Owner is not eligible to sit on the Board if he or she:
- (a) is bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
  - (b) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*; or
  - (c) has been convicted of an indictable offense for which he or she was liable to imprisonment for a term of not less than two years.
- (4) In order to be eligible for election to the Board a person must be either an owner or a person designated by an owner prior to their being nominated for election to the Board.
- (5) A member whose term has expired may be nominated for a further term.

**Voting**

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

**Term of Office**

- 8(1) Subject to subsection (2), a member of the Board shall be elected at an Annual Meeting for a term expiring at the conclusion of the Annual Meeting convened in the second year following the year in which he or she was elected to the Board.
- (2) At the first elections held after the enactment of this bylaw:
- (a) not more than 50% of the members of the Board are to be elected for a term expiring at the conclusion of the Annual Meeting convened in the year following the year in which they were elected; and
  - (b) the balance of the members are to be elected for a term expiring at the conclusion of the Annual Meeting convened in the second year following the year in which they were elected.
- (3) Each member of the Board shall remain in office until the occurrence of any of the following:
- (a) the office becomes vacant pursuant to Section 10 of these Bylaws;
  - (b) the member resigns;
  - (c) the member is removed pursuant to Section 9 of these Bylaws;
  - (d) his or her term of office expires.

**Removal of a member of the Board**

- 9 The Corporation may, by resolution at a General Meeting, remove a member of the Board

before the expiration of his or her term of office and appoint another individual in his or her place to hold that office for the remainder of the term.

**Vacating of the office of a member of the Board**

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

- (a) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
- (b) is more than 30 days in arrears in payment of any contribution required to be made by him or her as an owner;
- (c) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*;
- (d) is convicted of an indictable offense for which he or she is liable to imprisonment for a term of not less than two years;
- (e) resigns his or her office by serving notice in writing on the Corporation; or
- (f) is absent from three consecutive meetings of the Board without permission of the Board and it is resolved at a subsequent meeting of the Board that the member should be removed from his or her office.

**Filling vacancy**

11 When a vacancy occurs on the Board pursuant to Section 9 or 10 of these Bylaws, the Board may appoint an individual to fill that office until the next Annual General Meeting.

## **V Indemnification & Remuneration**

**Indemnification & remuneration**

12(1) No Board member or officer of the Corporation shall be liable for the acts, neglect or default of any other such person or for joining in any act of conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any Property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

- (2) Every Board member or officer of the Corporation and his heirs, executors and administrators and estate respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against;
  - (a) all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever

made, done or permitted by him or her in or about the execution of the duties of his office;

- (b) all other costs, charges and expenses which he or she properly sustains or incurs in or about or in relation to the affairs thereof except for dishonest or fraudulent act or acts.

- 13 The remuneration to be paid to the directors or officers for their services shall not exceed such amount as may be approved by ordinary resolution of the owners.

## **VI Officers of the Corporation**

### **Officers**

- 14(1) At the first meeting of the members of the Board held after the General Meeting of the Corporation at which they were elected, the Board shall designate from its members a President, Vice-President, Secretary and Treasurer of the Corporation.
- (2) The Board may designate a member to fill one or more of the offices mentioned in subsection (1).
- (3) In addition to those duties assigned to the officers by the Board, the President or, in the event of his or her absence or disability, the Vice-President, shall act as Chairperson of the meetings of the Board.
- (4) Where the President or Vice-President is not available at the commencement of the meeting, the Board shall elect a Chairperson for the meeting and, if any Chairperson so elected vacates the chair during the course of a meeting, the Board shall choose another Chairperson who has the same rights of voting.
- (5) A person ceases to be an officer of the Corporation if he or she ceases to be a member of the Board.
- (6) If a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

## **VII Majority Vote and Quorum of the Board**

### **Majority vote**

- 15(1) At meetings of the Board, all matters are to be determined by a majority vote, and the chairperson shall have one vote. In the event of a tie vote, a motion shall be considered defeated.
- (2) A quorum of the Board shall be that whole number which is at least half of the sitting Board members.



## **VIII Written Resolutions**

### **Written resolution**

- 16(1) A written resolution of the Board signed by all of the members of the Board has the same effect as a resolution passed at a meeting of the Board properly convened and held.
- (2) The written resolution of the Board may be communicated to each Board member by a facsimile machine and when each member's signature appears on a copy of the resolution it is considered signed by all of the members for the purposes of subsection (1), whether or not each signature is an original signature.
- (3) A copy of every resolution mentioned in subsections (1) and (2) is to be kept with the minutes of the Board.

## **IX Seal and Signing Authority of the Corporation**

### **Seal**

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

### **Signing authority**

- 18 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.

## **X Powers and Duties of the Board**

### **Duties**

- 19(1) The Board, in addition to the duties imposed in the Act, shall:
- (a) meet at the call of the President to conduct its business and adjourn and otherwise regulate its meetings at it thinks fit;
- (b) meet in the event that any director shall provide written notice to the President requesting a meeting of the Board. Such notice shall specify the reason for calling the meeting. The President shall within 30 days' of receipt of such written request call a meeting of the Board and all members shall receive seven (7) days' notice of such meeting which notice shall set out the reason for calling the meeting;
- (c) maintain financial records of all the assets, liabilities and equity of the Corporation;

- (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which such receipt and expenditure take place;
  - (e) submit an annual report consisting of the financial statements and other information that the Board may determine or that may be directed by a resolution passed at a General Meeting to the Annual Meeting;
  - (f) on application of an owner, a mortgagee, or any person authorized in writing by an owner or mortgagee, make the books of account available for inspection at all reasonable times;
  - g) on application of an owner or mortgagee or any person authorized in writing by an owner or mortgagee, make the minutes of Annual Meetings and General Meetings available for inspection at all reasonable times;
  - (h) cause copies of any notice of default sent to an owner to be sent to all those mortgagees holding registered mortgages of such owners bare land unit who have notified the Corporation of their mortgages;
  - (i) keep a copy of *The Condominium Property Act, 1993* and the regulations made pursuant to that Act.
- (2) The Secretary or, in the event of his/her absence or disability, another member of the Board designated by the Board or a person or manager designated pursuant to Article 20 shall be responsible for:
- (a) recording and maintaining all the minutes of meetings of the Board;
  - (b) all the correspondence of the Corporation; and
  - (c) carrying out his or her duties under the direction of the Chairperson and the Board;
  - (d) ensuring that the Owners and mortgagees who attend a general meeting have been registered as present.
- (3) The Treasurer or, in the event of his/her absence or disability, another member of the Board designated by the Board or a person or manager designated pursuant to Article 20 shall be responsible for:
- (a) receiving all money paid to the Corporation and depositing that money as the Board may direct;
  - (b) properly accounting for the funds of the Corporation and keeping those books as the Board directs;
  - (c) presenting to the Board when directed to do so by the Board, a full detailed account of receipts and disbursements of the Corporation; and
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- (d) preparing for submission at the Annual Meeting:
  - (i) a budget for the forthcoming fiscal year of the Corporation; and
  - (ii) the financial statement for the most recently completed fiscal year of the Corporation.

(4) All officers of the Corporation shall act honestly and in good faith and with a view to the best interests of the Corporation, and each member of the Board shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

#### **Powers**

20(1) The Board may:

- (a) employ on behalf of the Corporation any agents and employees it considers necessary to control, manage and administer the real and personal Property of the Corporation and the common Property and, in that respect, may authorize those persons to exercise the powers and carry out the duties of the Corporation; and
- (b) subject to any restriction imposed on it or direction given to it at a General Meeting of the Corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.
- (c) contract with any person or Corporation for the management or caretaking of the Property of the Corporation for a period not exceeding one (1) year subject to the right of the Corporation from time to time to renew the same for successive periods not exceeding one (1) year and upon such terms and conditions as the Board may deem expedient.
- (d) contract for services for or on behalf of an Owner where requested by an Owner, pursuant to a work plan prepared by the Owner and the representative of the Board.

20(2) All acts done in good faith by the Board and/or notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, is as valid as if the member had been duly appointed or had duly continued in office.

## **XI Procedure for Annual Meeting and General Meetings**

#### **Order at meetings**

21(1) All meetings of the Board and General Meetings are to be conducted according to the rules of order adopted by the meeting.

#### **Owners requesting meetings**

22(1) The Board, on the written request of owners or their designates entitled to vote who represent not less than 25% of the total unit factors for the bare land units, shall convene a General Meeting no later than 45 days' after the request is received by any member of the Board.

- (2) The written request for a General Meeting referred to in subsection (1) is to state the general nature of business to be conducted at the meeting.
- (3) The Board shall prepare an agenda, including the matter requested pursuant to subsection (2), and may add matters to the agenda other than those requested pursuant to subsection (2).

#### **Notice of meetings**

- 23(1) When an Annual Meeting or a General Meeting is to be convened, the Board, not less than fourteen (14) days' prior to the day on which the meeting is to be convened, shall give to each owner written notice of the meeting stating:
- (a) the place, date and time at which the meeting is to be convened; and
  - (b) the nature of all business to be brought forth at the meeting and level of approval required for each item.
- (2) On being notified by a mortgagee entitled to vote pursuant to Section 42 of the Act that it wishes to be notified of Annual and General Meetings, the Board shall give to that mortgagee the same notices required to be given to the owner pursuant to subsection (1).
- (3) An Annual Meeting or a General Meeting or anything done at a meeting is not invalid by reason only that a person was inadvertently not given notice pursuant to subsection (1) for that meeting.

#### **Quorum**

- 24(1) Except as otherwise provided by these Bylaws, no business shall be transacted at an Annual Meeting or a General Meeting unless a quorum of persons entitled to vote is present or represented by proxy at the time when the meeting begins.
- (2) A quorum for an Annual Meeting or a General Meeting consists of not less than the number of persons or proxies representing 25% of all the unit factors.
- (3) If within 30 minutes from the time appointed for the commencement of an Annual Meeting or a General Meeting, a quorum is not present, the meeting stands adjourned to the corresponding day in the next week at the same place and time.
- (4) If, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purposes of that meeting.

#### **Chairperson**

- 25(1) The President, or in the event of his or her absence or disability, the Vice-President or other person elected at the meeting, shall act as Chairperson of an Annual Meeting or a General Meeting.
- (2) The order of business at an Annual Meeting, and as far as is practicable at any General Meeting, may be as follows:
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- (a) call to order by the Chairperson;
- (b) establishment of quorum and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and approval of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial reports;
- (h) election of members of the Board;
- (i) unfinished business;
- (j) new business;
- (k) adjournment.

## **XII Voting**

### **Voting**

26(1) At an Annual Meeting or a General Meeting, a resolution is to be voted on by a show of hands unless a vote by unit factors is demanded by a person entitled to vote and present in person or by proxy, and , unless a vote by unit factors is so demanded, a declaration by the chairperson that a resolution has on the show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. Provided that if such declaration is immediately challenged by any person entitled to vote, then the Chairman shall withdraw the declaration and permit a vote by unit factor if such a vote is then requested.

- (2) If a person demands a vote by unit factor, that person may withdraw that demand and, on the demand being withdrawn, the vote shall be taken by a show of hands.

### **Vote by unit factors**

27 A vote by unit factors, if demanded, is to be conducted by secret ballot, and the result of the vote by unit factors is deemed to be the resolution of the meeting at which the vote by unit factors was demanded. To be carried, the vote must be carried by 51% of the unit factors present and voting.

### **Tie votes**

28(1) Where there is a tie vote on a show of hands, the Chairperson shall direct a vote by unit factors.

- (2) Where there is a tie vote on a vote by unit factor, the resolution is defeated.

**Voting by co-owners**

- 29(1) If a vote is taken by unit factors, the number of votes that a person may cast is to correspond to the unit factors for the respective bare land units represented by that person.
- (2) If a bare land unit is owned by more than one person, those co-owners may vote personally or by proxy and:
- (a) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them; and
  - (b) in the case of a vote by unit factors, a co-owner is entitled to that portion of the vote applicable to the bare land unit that is proportionate to his or her interest in the bare land unit, as long as, where only one owner is present, that owner is entitled to vote all of the unit factors for that bare land unit.
- (3) A co-owner may demand that a vote by unit factors be taken.

**Personal or proxy vote**

- 30 In a show of hands or on a vote by unit factors, votes may be given either personally or by proxy.

**Proxies**

- 31(1) An instrument appointing a proxy is to be in writing and signed by the person making the appointment or his or her attorney, and may be either general or for a particular meeting.
- (2) A proxy need not be an owner.
- (3) A proxy is valid from the date it is signed by the person giving the proxy, for voting at the particular meeting for which it was designated, or any adjournment thereof.

**Restrictions on voting**

- 32(1) Except as provided for in this section and in Section 27 of these Bylaws, there are no restrictions or limitations on an owner's rights to vote at an Annual Meeting or a General Meeting.
- (2) If, at the time of an Annual Meeting or a General Meeting, an owner has not paid to the Corporation all contributions that are due and owing in respect of his or her bare land unit, that owner is ineligible to cast a vote at that meeting, unless the subject matter of the vote is one that requires a unanimous resolution pursuant to the Act.
- (3) 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 bare land unit to vote in accordance with the Act.
- (4) Where owners are entitled to successive interests in a bare land unit, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll, and this bylaw is applicable whether by *The Condominium Property Act*, the unanimous resolution of owners is required or not.

- (5) Where an owner is a trustee he or she shall exercise the voting rights in respect of the bare land unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

**Written Resolution**

- 33 If a resolution of the members of the Corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened Annual Meeting or General Meeting, would be entitled to vote, has the same effect as a resolution duly passed at the meeting.

**XIII Enforcement of Bylaws**

**Enforcement of Bylaws**

- 34 The Corporation is authorized to commence an action pursuant to Section 99 of the Act.
- 35(1) In the event of any violation of the provisions of the Act or these Bylaws by an owner (either by his own conduct or by the conduct of any other occupant of his bare land unit), the Corporation or its successors or assigns, the Board or its agent or any aggrieved owner shall have each and all of the rights and remedies which may be provided for in the Act, or the said Bylaws, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting owner and/or others for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses in connection with any such actions or proceedings, including court costs and solicitors' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum, until paid, shall be charged to and assessed against such defaulting owner, and shall be added to and deemed part of his respective share of the common expenses, and shall in like manner constitute a lien against the bare land unit and common interest of the Owner.
- (2) In the event of any such default by any owner, the Board or its agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.
- (3) The violation of any restriction or condition or regulation contained in the said Bylaws shall give the Board the right, in addition to any other rights provided for herein (i) to enter upon the bare land unit, or any portion of the common Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty, in any manner, of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
- (4) The violation of any restriction or condition or regulation contained in the said Bylaws shall give the Board the right, in addition to any other rights provided for herein, to levy a fine, not exceeding \$500.00 in respect of any one occurrence, after a hearing before the Board, notice
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of which has been given to the defaulting owner not less than seven (7) days' prior to the date thereof and at which the defaulting owner has been given the opportunity to be heard. Any fine levied by the Board shall be charged to and assessed against such defaulting owner and shall be added to and deemed part of his respective share of the common expenses and shall be enforceable as such, and shall in like manner constitute a lien against the bare land unit and the common interest of the owner.

#### **XIV Tenants**

##### **Corporation Authorized**

36 For the purposes of Section 82 of the Act, the Corporation is authorized to do the following:

- (a) impose or collect deposits pursuant to Section 77 of the Act;
- (b) make applications to the Rentalsman pursuant to Section 80 of the Act;
- (c) collect common expenses from tenants pursuant to Section 81 of the Act.

37 An owner who leases or grants possession of his/her bare land unit to any tenant or occupier shall:

- (a) cause the tenant or occupier to undertake in writing to be bound by and comply with the Bylaws of the Corporation; and
- (b) give notice to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants, or occupiers to be bound by the Bylaws of the Corporation.

Nothing herein shall in any way remove, waive or alter the responsibility of each owner for the performance of all Bylaws for all persons using or occupying his bare land unit.

#### **XV Restrictions in Use**

##### **Interpretation**

38(1) In this section:

- (a) **“occupant”** means a person present on a bare land unit or in or on the real or personal Property of the Corporation or the common Property with the permission of an owner;
- (b) **“owner”** includes a tenant.

##### **Use**

(2) Use:

- (a) Bare land units shall be used for residential purposes and an owner shall not at any time permit the use of any part of a bare land unit for any purpose other than a private residence for the owner and his/her family, or his/her guests, without the prior written consent and approval of the Board.



- (b) Residential purposes shall include the rental of the bare land unit by the Owner or a rental pool as long as the rental is for residential use by one family.

### **Restrictions**

(3) An owner shall not:

- (i) use or enjoy the real or personal Property of the Corporation or the common Property in a manner that unreasonably interferes with its use and enjoyment by other owners or occupants;
  - (ii) use his bare land unit in a manner or for a purpose that will cause a nuisance or hazard to any other owner or occupant;
  - (iii) use his or her bare land unit for a purpose that is illegal;
  - (iv) make undue noise on his/her bare land unit or on or about the real Property of the Corporation or the common Property;
  - (v) do anything respecting his/her bare land unit, the real or personal Property of the Corporation or the common Property or bring or keep anything on it that will in any way increase the risk of fire or result in an increase in any insurance premiums payable by the Corporation;
  - (vi) construct or place on the real Property of the Corporation or the common Property (including exclusive use areas) or on a bare land unit anything that is aesthetically displeasing in the Board's opinion;
  - (vii) leave articles belonging to his/her household on the real Property of the Corporation or the common Property when those articles are not in actual use;
  - (viii) obstruct a sidewalk, walkway, passage, driveway or parking area other than for entering and leaving his/her bare land unit;
  - (ix) use any portion of the real Property of the Corporation or the common Property except in accordance with the Bylaws.
  - (x) erect or plant or cause to be erected or planted any fence, screen barrier, awning, shade, partition, tree, shrub or flower on, the common Property (including exclusive use areas) or on anything which overhangs the common Property, without the prior written consent of the Board. All fences, barriers, plantings or any other improvement must comply with the architectural controls for the Sun Dale subdivision;
  - (xi) park any motor home (or other recreational vehicle), boat, snowmobile, mechanical toboggan, machinery or equipment of any kind on any part of the common Property (including exclusive use areas), except where allowed by the rules established by the Board from time to time;
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- (xii) harm, mutilate, destroy, alter or litter any of the landscaping works on the parcel including grass, trees, shrubs, hedges, flowers or flower beds;
- (xiii) erect any building or structure on the common Property;
- (xiv) use any portion of the common areas except in accordance with the rules therefore which have been established from time to time by the Board;
- (xv) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- (xvi) unless the consent of the Board has been obtained, except where provided under clause 38 (2) (a) of these Bylaws, use any bare land unit in whole or in part for any commercial or professional purpose involving the attendance of the public at such bare land unit, nor for any other purpose other than a private residence;
- (xvii) make any repairs to any motor vehicle other than minor maintenance, or wash a motor vehicle on the common Property or in any designated parking area;
- (xviii) park any motor vehicle in any parking stall of a size or in a manner which interferes with the ability to use other stalls;
- (xix) keep more than two animals ('pets') of any kind in any bare land unit unless the Board approves the specific pet in writing in advance. The Board may withdraw its approval of **any** pet on the grounds that the pet or its owner has breached the Corporation's Bylaws or conditions which were attached to the approval of any pet. The Board must give the pet owner 15 days' notice to remove an approved pet or to advise that a pet that did not require approval must be removed. All pets must be leashed or caged when on the common Property;
- (xx) feed gulls or any birds on any bare land unit or use the common Property in any way which attracts gulls or birds to the Condominium Property;
- (xxi) decorate, paint or otherwise alter any portion of the exterior of a residence on a bare land unit (including the balcony or patio, if any) without the consent in writing of the board;
- (xxii) offer the bare land unit for sale or for lease by placing any notice on any place on the common Property.
- (xxii) conduct any auction sale, garage sale, or other sale in on the bare land unit, except with the consent of the Board;
- (xxiii) use any portion of the real Property of the corporation or the common Property except in accordance with the Bylaws and subject to such rights therein as may have been granted by the corporation;

- (xxiv) construct, install or make any changes to the sewer system or water delivery system or any other changes or improvements to the Property which would in any manner alter the exterior of his/her unit or the building of which his/her unit forms a part without first obtaining the written consent of the Corporation.
- (4) An owner shall ensure that his/her occupants and guests comply with the requirements that the owner must observe with pursuant to subsection (2).

## **XVI Duties to Repair and Maintain**

- 39(1) Each owner shall be responsible for the maintenance of his/her bare land unit, and for bare land unit related obligations (as set out in Schedule A hereto). Should any owner fail to maintain his or her bare land unit in a manner satisfactory to the Board or its representatives with respect to those items for which he or she is responsible, and if such failure to maintain shall cause a nuisance or hazard to any other owner or occupant, then the Board, or its representatives, may do or cause to be done the maintenance and the owner affected agrees to and shall reimburse the Corporation for all moneys expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such maintenance and/or repairs and the Board or its representative may use all or any of the remedies open to it to recover such moneys for the Corporation, and such moneys shall bear interest and shall be a charge upon his/her bare land unit to the same extent as they would be if they were common expense charges assessed upon his/her bare land unit.
- (2) Each owner shall be responsible for damage caused to common Property or other Property maintained by the Corporation where such damage is caused by the wanton or negligent acts of himself or herself, members of his family, his invitees, contractors or licensees and should any owner fail to repair in a manner satisfactory to the Board or its representatives, those items so damaged as aforesaid after ten (10) days' written notice to do so given by the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the owner affected agrees to and shall reimburse the Corporation for all moneys expended for labour, materials and overhead and profits and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such moneys for the Corporation and such moneys shall bear interest and shall be a charge upon his bare land unit to the same extent as they would be if they were common expenses assessed upon his bare land unit.

## **XVII Insurance**

### **Coverage**

- 40(1) The Board, on behalf of the Corporation, shall obtain and maintain insurance on the insurable common Property and all insurable Property, both real and personal, of any nature whatsoever of the Corporation 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, major perils and such other perils as the Board shall deem advisable;
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- (b) coverage to the full replacement value of all the fixed improvements to the Property belonging to the Corporation, or forming part of the common Property;
- (c) coverage for such other risks or causes as the Board may determine, or as may be determined by special resolution of the Corporation;
- (d) that no breach of any statutory condition or other condition of any policy of insurance by any Bare land unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance, and in the event of breach or omission by any Bare land unit Owner or the Corporation the insurance may only be subject to forfeiture for breach of condition insofar as the separate interest of the person or parties in breach are concerned;
- (e) that no breach of any statutory or other condition of any policy placed by the Corporation or any Owner shall invalidate the policy as against any Mortgagee in any way; and

The Board shall not obtain insurance coverage for the bare land units themselves or for buildings constructed or located on bare land units. The Board shall not obtain insurance coverage for furnishings, fixtures or property brought into or installed in the bare land units for the exclusive use and benefit of the bare land unit and its Owner and guests. For the purposes of this paragraph a bare land unit Owner shall include all predecessors in title to the bare land unit. Notwithstanding the foregoing, if the Corporation has an insurable interest in the bare land unit and is able to place insurance more economically than the individuals, the Board may, by notice to the Owner, advise the Owner that the Corporation will place the coverage specified in that notice.

**Insurance trustee**

40(2) The Board of Directors is authorized to enter into an Agreement with a licensed Trust Company to appoint that Trust Company as the Insurance Trustee for the Corporation. If the Corporation appoints an Insurance Trustee; the Board, on behalf of the Corporation, shall cause a separate loss payable endorsement to be issued in favor of the Insurance Trustee. If there is no Insurance Trustee appointed; then the Insurance Trustee shall be deemed to be the Corporation and the words "Insurance Trustee" shall be read as if the word "Corporation" was in its stead. Any payment by an insurer under a policy of insurance for the destruction of or damage to insurable common Property or any insurable Property, real or personal, of any nature whatsoever of the Corporation shall, notwithstanding the terms of the policy:

- (a) be paid to the Insurance Trustee appointed by the Board; and
- (b) be used forthwith for the repair or replacement of the insured Property that was destroyed or damaged. If the proceeds of insurance are less than Fifty-Thousand (\$50,000.00) Dollars the Insurance Trustee shall pay the proceeds to the Corporation which shall apply the proceeds to the restoration of the damage or loss.

**Non repair/termination of Corporation and apportionment of funds**

- 40(3) (a) In the event that it is resolved (by extraordinary resolution of the Corporation), or is ordered by a court under the Act that the Corporation not repair or restore the damage or that the Corporation be terminated as to some or all bare land units then the Insurance Trustee shall apportion the proceeds between the Owners based on their common Property interests.
- (b) The Owner agrees that if any insurance claim is made as a result of damage or destruction of the bare land unit, the insurance proceeds will be used to immediately repair and/or replace the damage to the bare land unit.

**Bare land unit owners insurance unaffected**

- 40(4) Nothing in these Bylaws shall restrict the right of Bare land unit Owners to obtain and maintain insurance of any kind:
- (a) In respect of their Bare land unit as permitted by the Act or bylaw;
- (b) In respect of their personal liability; or
- (c) In respect of any improvement or attachment to their Bare land unit made by them or their predecessors in title for the exclusive use or benefit of their Bare land unit.

**Contents of policies**

- 40(5) Policies of insurance may contain coinsurance on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of insurance claim settlement. All policies of insurance shall contain:
- (a) waivers by the insurers of invalidity arising from any acts or omissions of the insured and of any rights of subrogation against the Corporation; and
- (b) a provision that such policies may not be canceled or substantially modified without at least Sixty (60) days' prior written notice to all of the insured, including all Mortgagees of Bare land unit who have given prior written notice to the Corporation of their interests.

**Insurance trustee's agency for the Corporation**

- 40(6) The Insurance Trustee shall be an agent of the Corporation and the Owners with authority to adjust and settle losses in respect of all policies of insurance effected by the Corporation.

**Insurance appraisals**

- 40(7) The Board shall obtain an appraisal from a qualified and reputable appraiser of real Property of the full replacement value of the buildings, and other improvements comprising the Parcel at such regular intervals as they deem advisable but at least every five (5) years. The appraisal shall include all of the Bare land units, all common Property and all Property of the Corporation. The Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the appraisals. Failure to obtain an appraisal shall not invalidate or affect any insurance coverage placed by the Corporation. The Owner shall provide proof of insurance on the bare land unit immediately upon request of the Board.

**Public liability insurance**

40(8) The Board shall obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties and to Owners and their invitees, licensees, or Tenants incidental to the Ownership or use of common Property and all 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 One Million (\$1,000,000.00) Dollars for Property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. All policies of insurance shall include as Insured the Corporation, the Board, the Board Members while acting within the scope of their duties as such, any Bare land unit Owners while acting on behalf of the Board and the Insurance Trustee if there be one. The policy shall provide cross-liability endorsements whereby the rights of one named insured under the policy shall not be prejudiced with respect to an action against another named insured.

**Notification of mortgagees**

40(9) The Corporation shall (by registered mail) notify the registered Mortgagees of affected bare land units (who have notified the Corporation of their interests) of damage to the common Property immediately upon the occurrence of any substantial damage. For the purpose of this paragraph "substantial damage" shall mean damages which are estimated by the Board to exceed the deductible amount stated for such type or kind of loss by the Corporation's policy of insurance covering that type or kind of loss.

**Directors and officers indemnification/Insurance**

40(10)(a) Except in respect of an action by or on behalf of the Corporation to procure a Judgment in its favor the Corporation shall indemnify a Director or Officer of the Corporation, a former Director or Officer of the Corporation, or a person who acts or acted at the Corporation's request on behalf of the Corporation and his heirs and legal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a Judgment reasonably incurred by him or her in respect of any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of being or having been a Director or Officer of the Corporation if:

- (i) he or she acted honestly and in good faith with a view to the best interests of the Corporation; and
  - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty he or she had reasonable grounds for believing that his conduct was lawful.
- (b) The Corporation shall purchase and maintain insurance for the benefit of any director, officer or other person acting on behalf of the Corporation against any liability incurred by him or her as a result of his failure to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

## **XVIII Amendment of Bylaws**

### **Bylaw Amendments**

- 41(1) If a bylaw 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 or a written explanation of the nature of the proposed amendment, not less than 14 days' prior to the day on which the special resolution is to be voted on.
- (2) Articles 4 (3), 38 (2) and 49 of these Bylaws may not be amended, except by unanimous resolution.

## **XIX Assessment and Collection of Common Expenses**

### **Assessment of Common Expenses**

- 42(1) a) The common expenses of the Corporation shall, without limiting the generality hereof, include the following:
- i) all sums of money levied or charged to the Corporation on account of any and all utilities and services including without limiting the generality of the foregoing all levies or charges on account of electricity, and water, supplied to the Corporation for the common property and for the benefit of all owners;
  - ii) any wages, salaries, taxes and other expenses payable to or on account of an employee, agent or manager of the Corporation;
  - iii) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and the manager;
  - iv) all sums of money levied against or charged to the Corporation on account of any levies or charges for waste disposal, maintenance materials, tools and supplies, ice and snow removal, landscaping, office equipment, and stationary;
  - v) costs of all legal, accounting, auditing and emergency services provided to the Corporation;
  - vi) all charges on account of lighting fixtures situated on common Property;
  - vii) all charges on account of maintenance for common Property for which the Corporation is responsible under these Bylaws;
  - viii) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or Act;
  - ix) cost of furnishings and equipment for use in and about the common Property including repair, maintenance and replacement thereof;
  - x) all other expenses which may be incurred from time to time as approved by the Board members where it was reasonable that such expense would have been made
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on behalf of the Corporation;

- b) Within 90 days of each fiscal year the Corporation shall deliver or mail to each owner at the municipal address of his/her bare land unit:
  - i) a copy of the budget for the next fiscal year; and
  - ii) a notice of assessment for his/her contribution towards the common expenses for said ensuing fiscal year. Said assessment shall be made to the owners in proportion to their bare land unit factors as shown on the condominium plan.
- c) The budget shall set out by categories an estimate of the common expenses of the Corporation for the next fiscal year;
- d) The budget will include funding, in accordance with the Reserve Fund Study, for contributions to the Reserve Fund;
- e) The common expenses set forth in each assessment shall be payable to the Corporation, or to any other persons, firm or Corporation to whom the Corporation shall direct payment to be made from time to time, in twelve equal consecutive monthly installments payable on the first day of each month, the first installment to be made on the first day of the month immediately following receipt of such notice of assessment; Provided that the monthly payment referred to in this paragraph shall continue to be paid by each owner until notice of a revised monthly payment is delivered. If the revised payment includes an increase, such increased amount shall be payable retroactively to the first day of the fiscal period.
- f) All payments of whatsoever nature required to be made by each owner and not paid within 7 days from the due date for payment shall bear interest at 18% per annum until paid;
- g) All payments on account shall first be applied to interest and then to assessment payment first due.

**Capital Expenditures**

42(2) Except as provided expenditures of a capital nature shall not be included in the common expenditures;

- a) Expenditures of a capital nature for any improvements or additions to the common Property may be included in the common expenses as defined under section 49(b) if the same is first approved by a special resolution of the owners.
  - b) For the purpose of this paragraph, “expenditures of a capital nature” means expenditures of amounts greater than \$1,000.00 for the purpose of improvements or additions to the common Property, other than maintenance or replacement.
  - c) The omission of the Board to fix the assessments hereunder for the next fiscal year or other period as provided for herein, shall not
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- i) be deemed a waiver or modification in any respect of the provisions of these Bylaws, or
  - ii) release of the owner or owners from their obligation to pay the assessments or special contributions, or any installments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed.
- d) The Board may agree to a “work plan” with an Owner and the Owner shall pay the costs of the work plan immediately upon request of the Board.

**No Owner Exempt**

- 42(3) No owner can exempt himself or herself from liability for his or her contributions toward the common expenses by waiver of the use or enjoyment of any of the common Property or by vacating or abandoning his or her bare land unit.

**Special Assessments**

- 42(4)a) If at any time it appears that the annual assessments or contribution toward the common expenses will be insufficient to meet the common expenses, the Corporation may assess and collect a special contribution or contributions against each bare land unit in an amount sufficient to cover the additional anticipated common expenses.

- b) The Corporation shall give 60 days written notice of further assessment to all owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the manner on the date or dates specified in the notice.
- c) Each such special contribution shall be determined and assessed against the owners in proportion to their bare land unit factor as shown in the condominium plan.
- d) All such special contribution shall be payable within 10 days of the due date for payment as specified in the notice and if not paid shall, until paid, bear interest at the rate set by the Corporation.

**Default in Payment of Assessment and Administration of Assessment**

- 43 If an owner defaults in payment of his or her assessment then:

- a) All assessments not paid within the time provided and all arrears of any other amounts properly owing members to the Corporation (hereinafter collectively referred to as “Assessments”) shall bear interest at 18% per annum on the amount of such Assessments outstanding from time to time from the date provided for payment to the date of receipt by the Corporation of the full amount of such Assessment;
- b) All costs, charges and expenses including solicitor’s costs (on the basis of the costs between a solicitor and his or her own client) incurred by the Corporation in enforcing rights against a bare land unit owner in respect of such Assessments shall be charged to such owner who is liable to the Corporation therefore;

- c) All costs, charges and expenses shall themselves bear interest at 18% per annum, on the full amount thereof from the date of notification to the owner of the determination thereof to the date of the receipt by the Corporation of the same;
  - d) All such assessments together with interest thereon as aforesaid and all costs, charges, and expenses incurred by the Corporation in enforcing its rights against a bare land unit owner in respect of such Assessments including interest thereon as aforesaid shall constitute a lien against a bare land unit and common interests of the owner, which shall be subordinate to the charge of any prior registered mortgage on the interest of such owner;
  - e) Notwithstanding any additional rights, the Corporation may institute such action and proceedings as it deems proper or advisable for the collection of such amounts; and
  - f) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of an assessment levied at him or her, for a period of 31 days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due, all costs of such action including costs between a solicitor and his client;
- (2) a) The Board whenever so requested in writing by any owner or registered mortgagee shall promptly report any then unpaid common expenses due from, or any other default, by any owner, which are 30 days past due; and
- b) The Board, when giving notice of default in payment of common expenses or any other default to the owner of the bare land unit, shall concurrently send a copy of such notice to each registered mortgagee of such bare land unit, who has requested such notices be sent to him or her.
  - c) Any bare land unit owner, upon request of the Corporation must provide the Condominium Corporation, and/or its Agent, with twelve (12) months post dated cheques, dated for the first day of each month, (or similar automatic debit arrangements), in advance of the fiscal year, in the amount specified in the operating budget prepared for that fiscal year, and for each and every year thereafter.
  - d) An administrative charge of \$20.00 will be levied against the owner where payment of assessments are not received within ten (10) days from the due date, being the first of each month, or such as shall be specified in any extraordinary assessment.
  - e) The Board shall, in its absolute discretion, have the power to waive interest payments and/or administrative charges where in the Board's view the amount is small enough that enforcement is impractical, or where extraordinary circumstances exist.

## **XX Miscellaneous**

### **Notices**

44. Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:
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- a) sent by ordinary mail to the owner at the address of his/her bare land unit or,
- b) placed in mailbox (or under door) at the address where he or she resides, or in the case of the Corporation, at its address for service shown on the condominium plan, or
- c) by ordinary mail to a mortgagee at its address supplied to the Corporation. An owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be that address of such owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act by these Bylaws.
- d) for purpose of notification of Board Meetings, notice of meeting by email, issued (7) days in advance, is also acceptable.

**Company which is member of Board**

- 45 A company which is a member of the Board may by proxy, power of attorney or resolution of its Directors appoint such person as it thinks fit to act as its representative on the Board and to attend meeting thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board, a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the paragraph next following shall be deemed to be a resolution of the Board.

**Nonprofit Corporation**

- 46 The Corporation is not organized for profit. No member, member of the Board 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, or distributed to, or inure to the benefit of any member of the Board. The foregoing, however, shall neither prevent nor restrict the following:
- (a) reasonable compensation may be paid to any member or manager while acting as agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation (provided that such compensation shall be approved at a General Meeting of the Corporation); and
  - (b) any member or manager may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

**Severability**

- 47 The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

## Developer's Rights

48 Notwithstanding anything to the contrary in these bylaws, the following special provisions shall apply until completion of construction of the Common Property and the units owned by the Developer, and the sale of all units owned by the Developer.

- (a) The development and completion of the Common Property shall be entirely as determined by the Developer from time to time in its sole discretion, and the Developer shall have the right to carry on all such construction in the Common Property and in the units owned by the Developer as the Developer shall deem necessary for development and completion, provided that there shall be no unreasonable interference with the delivery of services to the units of other Owners.
- (b) The Developer shall have the right to set aside and assign irrevocably for the exclusive use and enjoyment of the Owner of any unit any part or parts of the Common Property and to construct all such walls, partitions and enclosures as may be necessary to separate the area set aside and assigned from the remainder of the Common Property.
- (c) All that part of the Common Property not required as a means of access to the units of the other Owners and not required for the delivery of services to the units of other Owners shall be under the exclusive control and management of the Developer during the time that the same is under construction and until it is completed and made available for the use and enjoyment of the Owners, provided that the construction of any part of the Common Property, shall be proceeded with at all times with due dispatch and completed as soon as possible,
- (d) Without restricting the generality of any of the foregoing, the Developer shall have the right to use the units owned by it and the Common Property for purposes related to construction and the marketing of units in the building, and the Developer shall have a general right of access to the building and its Common Property for purposes related to such construction and marketing and shall have the right to effect all other reasonable use of the Common Property and the units to assist in completing the building and in selling any of the units, including:
  - i) displaying signs to indicate the sale of units;
  - ii) maintaining a unit or units owned by it as models for display and sales purposes;
  - iii) bringing and allowing prospective purchasers in and upon the building;
  - iv) carrying on sales functions in the common area of the building and maintaining therein sales models and appurtenances;
  - v) allowing access to the Developer's contract to effect the improvements;

- vi) maintaining construction equipment and materials upon the Common Property or units owned by the Developer;
- (e) The Developer shall specifically have the right to divide Lot 19, as shown on the approved plan of subdivision, in to 5 separate Bare Land units and build and sell the condominiums on those units. The Corporation shall take all such actions and execute all such documents as required to complete the subdivision of Lot 19.

## **SCHEDULE "A"**

### **SUN DALE I CONDOMINIUM CORPORATION BYLAWS**

#### **REPAIRS, MAINTENANCE AND INSURANCE ALLOCATION**

##### **I. REPAIR AND MAINTENANCE ALLOCATIONS**

The Corporation and the bare land unit Owners shall each be responsible for effecting repairs to and maintaining common Property and the bare land units in the Corporation in accordance with the following provisions:

##### Water Pipes

1. Corporation is responsible from water utility source to the property line of bare land units.

Bare land unit owner is responsible for piping on the bare land unit.

##### Wiring

2. Corporation is responsible from the source to the property line of bare land units.

Bare land unit owner is responsible for panel box and balance of wiring on the bare land unit.

##### Sewers

3. Corporation is responsible from sewer utility to the intake of the sewer pumps located on the bare land unit.

Piping and fittings on the bare land unit to the intake of the pumps are the responsibility of bare land unit Owners.

##### Heating

4. Corporation is not responsible for heating.

##### Undefined Responsibility

Any area or responsibility undefined and not within the boundaries of a bare land unit is deemed to be responsibility of the Corporation.

Any area or responsibility undefined and within the boundaries of a bare land unit is deemed to be the responsibility of the bare land unit Owners.

## II. **INSURANCE OBLIGATIONS**

- A The Corporation shall be responsible to obtain and maintain insurance over the following items:
- 1) Water piping from the source to bare land unit boundaries
  - 2) Electrical wiring from the source to bare land unit boundaries and on all common Property.
  - 3) All heating/cooling pipes and radiation supplying heat or cooling to the common Property.
  - 4) All sewer lines and vent stacks from the utility up to the intake of the sewer pump on each bare land unit and on all common Property.
- B. Unless specifically changed in writing, each Owner shall be responsible to obtain and maintain his own insurance with respect to his own bare land unit and anything built or contained on his bare land unit as well as Comprehensive Personal Liability insurance relating to occurrences on the bare land unit or exclusive use property and other personal activities.