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Declaration, By-laws and Rules

Halifax County Condominium Corporation No. 144

REFORMATTED REFERENCE COPY

Declaration, schedules, By-laws 1 to 4, associated agreements and amendments.

Prepared for ease of reference. The original wording of the reproduced documents is retained. Added dividers, contents, running headings and cross-references are editorial navigation only.

The registered declaration, by-laws and applicable amendments prevail in the event of any discrepancy.

The amendments remain separate. Read the relevant original provision together with its amendment.

Navigation updated 15 October 2026

Source: supplied 59-page reference PDF. Original content pages 3-59 are reproduced; the cover and contents are replaced.

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Reading the Amendments

The original director provision is amended on page 62. The smoking, vaping and cannabis amendment on page 63 changes both By-law 1 and the common element rules.

PART 01

Declaration

Declaration, Schedules and Affidavit

EDITORIAL NAVIGATION

This part reproduces the Declaration, its schedules and its affidavit. Declaration Schedule A is the legal description; it is different from Schedule A to By-law 1, which contains the common element rules.

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Declaration

MADE PURSUANT TO THE CONDOMINIUM ACT STATUTES

OF NOVA SCOTIA, 1970-71, CHAPTER 12

AND THE REGULATIONS MADE THEREUNDER

FOR HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144

THIS DECLARATION (the "Declaration") made pursuant to the Condominium Act, Statutes of Nova Scotia, 1970-71, Chapter 12, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act") BY:

Bristol Investments Limited, a body corporate, incorporated under the laws of Nova Scotia and carrying on business at Halifax, County of Halifax, Province of Nova Scotia (hereinafter referred to as the "Declarant");

WHEREAS the Declarant is the Owner in fee simple of lands and premises situate at Halifax, in the County of Halifax, Province of Nova Scotia, as more particularly described in accordance with Section 11 of the Condominium Act and the description filed herewith and being Schedule "A", hereto annexed.

WHEREAS the Declarant has constructed two buildings upon the said lands containing 10 units, and

WHEREAS the Declarant intends that the said lands, together with the said building constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I INTRODUCTORY

1.01 Definitions - The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) Common Elements - means all the property except the units;
- (b) Corporation - means the Corporation created under the Act by the acceptance for registration of this Declaration and the Description;
- (c) Description - means the Description submitted for registration herewith by the Declarant as Schedule "A" hereto;
- (d) Land - means the freehold land described in the Description;
- (e) Termination - means the withdrawal of the property from the Act and includes withdrawal as a result of damages;
- (f) Unit - means the part or parts of the land included in the Description, and designated as a Unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the Declaration and Description are registered;
- (g) Any other words and phrases used herein which are defined in the Act have the meaning herein given to them by the Act.

1.02 Statement of Intention

The Declarant intends that the property be governed by the Act, and any amendments thereto. By virtue of the Act, the provisions of this Declaration, the Description and the By-Laws including the Common Element Rules

are imposed upon the property for the benefit of all of the Units and all persons interested therein from time to time.

1.03 Consent of Encumbrancers

The consent of all persons having registered encumbrances against the land or interest appurtenant to the land contained in the Description, being Schedule "A", is contained in Schedule "B" attached hereto.

1.04.1 Boundaries of Units

Each unit shall comprise the area bounded:

- (a) Horizontally, by the exterior surface of the drywall sheeting and the extensions of the planes of such surfaces across windows, doors and other openings.
- (b) Vertically, by the upper surface of the concrete floor slab or floor joists, as the case may be, and by the exterior surface of the drywall for the ceiling.

Notwithstanding the foregoing, the unit shall not include:

- (a) any load-bearing walls, columns or beams within the boundaries of any unit;
- (b) concrete floor slabs within the boundaries of the units
- (c) such pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are used for the distribution of power, water, drainage and other services within the buildings and that are within the boundaries of the units; but the unit shall include the fixtures, outlets and other facilities with respect to such service facilities which are within the boundaries of the unit and which service the unit only.

1.05 Monuments

The monuments controlling the extent of Units are fully described in the Description set forth in Schedule "A" attached hereto and all dimensions shall have reference to them.

1.06 Proportions of the Common Interests

Each owner shall have an undivided interest in the common elements as a Tenant in Common with all other owners; the proportions of the common interests are the percentages allocated to each Unit as set out in Schedule "C" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).

1.07 Contribution to the Common Expenses

Each owner shall contribute to the common expenses in the proportions identical to the percentages allocated to each unit as set out in Schedule "C" attached hereto.

1.08 Voting Rights

Each Owner shall have voting rights in the Corporation in the proportions identical to the percentages allocated to each Unit as set out in Schedule "C" attached hereto.

II COMMON EXPENSES

2.01 Specification of Common Expenses

Common expenses mean the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, include:

- (a) the maintenance, repair, replacement, and the operation of the Common Elements,
- (b) the cost of electricity, water, heating, fuel and all other utilities and services purchased by the Corporation for the use in the Common Elements;
- (c) the payment of realty taxes, (including local improvement charges) levied against the property until such time as said taxes are levied against each Unit;
- (d) the costs of water purchased by the Corporation for use in the Units;
- (e) the remuneration payable by the Corporation to any employees deemed necessary for the operation and maintenance of the property including the payment of any remuneration payable pursuant to any management agreement which the Corporation may enter into;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of legal, accounting and auditing services, premiums for the Corporation's insurance obligations, appraisals, fees and disbursements of the insurance Trustee, fidelity bonds and the cost of any other objects and duties imposed by the Act, this Declaration and the By-laws of the Corporation and its Board of Directors;
- (h) the cost of borrowing money to carry out the objects and duties of the Corporation and the repayment including principal and interest of debts incurred for the objects and duties of the Corporation, provided, that the borrowing of such money shall have been duly authorized by a vote of the owners at a meeting held for the purposes of such authorization;
- (i) all sums of money assessed by the Corporation for collection from the owners to be set aside in such separate fund or funds as may be provided for by the by-laws of the Corporation, and to be applied, from time to time in whole or in part in the absolute discretion of the Corporation, towards meeting deficits and such other common purposes, or to be used or expended for major maintenance items, which occur less frequently than annually, and for major items or repair or replacement made necessary by may deem necessary or desirable in order to carry out the objects and duties of the Corporation;

2.02 Payment of Common Expenses

Until the end of the calendar month during which the Declarant has executed agreements of purchase and sale for four (4) Units, the Declarant shall pay all common expenses for the Corporation and the Board shall assess the estimated common expenses of the Corporation applicable to the Units conveyed by the Declarant and shall levy against the new Owners of such Units conveyed by the Declarant such portion of such estimated common expenses as the Board, in its discretion, which shall be reasonably exercised, considers proper, and upon receiving the contribution of the new Owners to the estimated common expenses for such period, the corporation shall pay to the Declarant such common expense contributions as they are received from time to time.

Commencing with the calendar month immediately following that in which any Declarant sells the fourth (4th) Unit as aforesaid, and thereafter, each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, which shall include payments towards any separate fund or funds, as may be provided for the By-Laws of the Corporation, and the assessment and collection of contributions towards the common expenses may be regulated by the Board of Directors of the Corporation pursuant to the By-Laws of the Corporation.

III COMMON ELEMENTS

3.01 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws, including the common element rules and any other rules and regulations passed pursuant thereto, each owner has full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

3.02 Limited Common Elements

Subject to the provisions of the Act, this declaration the By-Laws, and the rules and regulations passed pursuant thereto:

- (a) Each Owner is entitled to the exclusive use and possession of the inner surface of glass windows to which his unit has sole access, and the interior side of exterior doors which provide the means of ingress to the egress from his unit.
- (b) Each Owner is entitled to the exclusive use and possession of one parking space designated by the number of his unit, the level, the building and the suffix "p" as shown on the plans included in the description, for the purpose of parking motor vehicles only.
- (c) Each Owner is entitled to the exclusive use and possession of the patio area immediately adjoining his unit, if the Unit has one.

Each Owner is entitled to the exclusive use and possession of the balcony to which his unit has sole access, if the Unit has one.

IV UNITS

4.01 Occupation and Use

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) Each Unit shall be occupied and used only as a residence for single family housing and for no other purpose.
- (b) Nothing shall be done, or permitted to be done or brought into, or kept in a Unit which will in any way increase the risk of fire, or the rate of fire insurance on the property or any part thereof, or on chattels kept within any Unit.
- (c) No Unit shall be occupied or used by any one in such a manner as to result in the cancellation of any policy of insurance referred to in this Declaration.
- (d) The Owner of each Unit shall comply and shall require all its employees and visitors to his Unit to comply with the Act, this Declaration, the By-laws and the Common Element Rules.
- (e) Prior to making any alterations or repairs to his Unit, the Owner shall submit his plans to the Board of Directors of the Corporation in accordance with the By-laws for approval; and the Board shall approve the plans unless the proposed alterations or repairs or the manner of carrying them out are likely to damage or impair the value of any other Unit or the Common Elements.
- (f) No Owner shall make any change to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the consent of the Board of Directors of the Corporation.
- (g) Nothing herein contained shall prevent and no bylaw or house rule shall be made to prevent the Declarant until all of the Units have been sold for the first time by it from completing the buildings and all improvements to the property, remedying defects, maintaining Units as models for display and sales purposes, and otherwise marketing Units and maintaining marketing and/or construction offices, displays

and signs, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situate.

- (h) No signs, billboards, notices or other advertising matter of any kind, shall be placed on any part of the Unit without the written consent of the Board of Directors of the Corporation being obtained.

4.02 Restrictions on Leasing

No Owner shall lease his Unit unless he causes the tenant to deliver to the Corporation an undertaking signed by the Tenant under seal, to the following effect:

I, _____, undertake that the members of my household and my visitors from time to time, will, in using the Unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the By-Laws, including Common Element Rules, and all other rules and directions of the Condominium Corporation during the term of my tenancy.

The entering into occupancy of any Unit by an occupant with the consent of the Owner shall constitute an Agreement that the provisions of the Condominium Act, the Declaration, the ByLaws, including Common Element Rules, and all other rules and direction of the Condominium Corporation are accepted and ratified by such occupant.

Any Owner leasing his Unit shall not be relieved hereby from any of his obligations with respect to the Unit, which shall be joint and several with his tenant and will notify the Corporation of the name and occupation of the tenant or tenants.

V. BY-LAWS

5.01 The Corporation may, by a vote of members who own sixty-six and two-thirds per cent (66 2/3%) of the Common Elements, make by-laws;

- (a) governing the management of the property;
- (b) governing the use of Units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and other Units;
- (c) governing the use of the Common Elements;
- (d) regulating the maintenance of the Units and Common Elements;
- (e) governing the use and management of the assets of the Corporation;
- (f) respecting the Board of Directors of the Corporation;
- (g) specifying duties of the Corporation;
- (h) regulating the assessment and collection of contributions towards the Common Expenses;
- (i) respecting the conduct generally of the affairs of the Corporation;

VI MODIFICATIONS OF COMMON ELEMENTS AND ASSETS

6.01 For the purpose of Section 20(1) of the Act, the determination whether any addition, alteration or improvement to or renovation of the Common Elements or any change in the assets of the Corporation is "substantial" shall be made by an affirmative vote of the members who own fifty-one percent (51%) of the Common Elements.

VII MAINTENANCE AND REPAIRS

7.01 Maintenance and Repairs of Units by the Owner

- (a) Each Owner shall maintain his Unit, and, subject to the provision of this Declaration, each Owner shall repair his Unit after damage, all at his own expense. The obligation of each Owner to repair his Unit after damage, includes the repair of all improvements made to his Unit by the Declarant in accordance with the architectural plans and specifications of the Declarant, notwithstanding that some of such improvements may have been made after acceptance for registration of this Declaration and the Description, so that his Unit is restored to a state of repair at least equivalent to that at the time his Unit was originally completed for sale by the Declarant.
- (b) Each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of the Owner to so maintain and repair his Unit, save and except for any such damages to the Common Elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and which are not made within a reasonable time; and in such an event, an Owner shall be deemed to have consented to having such repairs made by the Corporation; and such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all sums of money shall bear interest at the rate of Fifteen Percent (15%) per annum or such other amount as may be approved by By-Law from time to time. The Corporation may collect all such sums of money in such instalments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution towards the Common Expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

7.02 Repair of the Common Elements by the Corporation

The Corporation shall repair the Common Elements after damage, which includes repair and replacement of all exterior doors which provide the means of ingress to and egress from a Unit and to all exterior glass windows, all at its own expense.

7.03 Maintenance of the Common Elements

The Corporation shall maintain the Common Elements, save and except for any improvements made by an Owner to the limited Common Elements appurtenant to his Unit, the inner surface of the exterior glass windows to which a Unit has sole access, the interior side of the exterior doors which provide the means of ingress to or egress from a Unit, which excluded portions of the Common Elements shall be maintained by the Owner having the exclusive use and possession thereof pursuant to this Declaration; the maintenance by an Owner of such excluded portions of the Common Elements shall be in accordance with any directions and specifications set from time to time by the Board of Directors of the Corporation.

7.04 Additions, Alterations or Improvements by Owners

No Owner shall make any structural change in or to his Unit or any change to an installation upon the Common Elements, or maintain, decorate or repair any part of the Common Elements (except for the maintenance of such portions of the Common Elements which the Owner, having the exclusive use and possession thereof, is obligated to maintain pursuant to Clause 7.03 of this Section VII) without the prior written consent of the Board.

VIII DAMAGE

8.01 Procedure Where Damage Occurs

Where there has been a determination by the Board of Directors that there has been substantial damage to the extent that the cost of repairs would be at least twenty-five per cent (25%) of the value of the buildings immediately prior to the occurrence, notice of such determination shall, within ten (10) days thereof, be given by registered mail to the Owners and Mortgagees entered in the register kept for such purpose addressed to the Owner and Mortgagee at the address set out in the said register, in accordance with the provisions of the bylaws of the Corporation, and together with such notice there shall be notice to the Owners and Mortgagees of a meeting called for the purpose of voting for repair, or termination of the Condominium.

8.02 Repair after Damages

- (a) In the event that the Owners who own eighty per cent (80%) of the Common Elements vote for repair, the Corporation shall repair the Units and common elements in accordance with the architectural plans and specifications and certificate contained in the Description, with the following provisos:
 - (i) the obligation of the Corporation to repair after damage hereunder, extends to all improvements made to the Units by the Declarant in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of this Declaration and the Description, but does not include repair or any improvements made to the Unit by the Declarant for the Owner thereof, which were not included in the architectural plans and specifications of the Declarant; and
 - (ii) the obligation of the Corporation to repair the units after damage shall be limited to repair in respect of all risks which are not insured or insurable under any available policy or policies of insurance; and
 - (iii) each Unit Owner shall repair his Unit after damage in respect of all risks which are not insured or insurable under any available policy or policies of insurance.
- (b) In the event that the Board of Directors shall determine that there has not been substantial damage to the extent that the cost of repairs would be at least twenty-five per cent (25%) of the value of the buildings immediately prior to the occurrence then the Corporation and such Owners whose Units have been damaged, shall repair in accordance with the provisions of Clause VII of this Declaration.

8.03 Plans and Specifications

A complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit with the prior consent in writing of the Board of Directors, shall be maintained in the office of the Corporation at all times for the use of the Corporation in re-building or repairing any damage to the building and for the use of any owner and mortgagee of the Owner.

IX INSURANCE

9.01 By the Corporation

- (1) The Corporation shall be required to obtain and maintain, to the extent obtainable, the following insurance in one or more policies:
 - (a) Insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable insuring:
 - (i) the property, excluding the Units; and

- (ii) personal property owned by the Corporation, but not including furnishings, furniture or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property without deductions for depreciation, which policy may be subject to a loss deductible clause;

- (b) Insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable, insuring the Units including all improvements made to the Units by the Declarant in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of the Declaration and the Description, but excluding any improvements made by the Owners thereof, in an amount equal to the full replacement cost of such Units without deduction for depreciation.
 - (c) Public liability and property damage insuring the liability of the Corporation with limits to be determined by the Board of Directors, but in no event for less than ONE MILLION DOLLARS (\$1,000,000.00) and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit; and
 - (d) Boiler and machinery insurance to the extent required as the Board of Directors may from time to time deem advisable.
- (2) Such policy or policies of insurance as required by paragraphs (a) and (b) of subsection (1) hereof, shall insure the interests of the Corporation and the Owners from time to time as their respective interests may appear, with Mortgagee endorsements, which Mortgagee endorsements shall be subject to the provisions hereof; and all such policy or policies of insurance shall contain the following provisions:
- (a) That loss shall be payable to the Insurance Trustee; provided that where the amount receivable from an Insurer for any loss arising out of any one occurrence does not exceed Five Thousand Dollars (\$5,000.00), loss shall be payable to the Corporation and not to the Insurance Trustee;
 - (b) Waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household or any Owner or occupant of the Unit except for arson and fraud;
 - (c) That such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all the parties whose interests appear thereon, and to the Insurance Trustee;
 - (d) Waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission of any insured;
 - (e) All policies of insurance (insuring the liability of the Condominium Corporation) shall provide that the same shall be primary insurance in respect of any other insurance carried by the Unit owner; and
 - (f) a waiver of the insurer's and/or insurers' option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated pursuant to clause 8.01 thereof.

9.02 General Provisions

- (a) At such time as the Board of Directors may deem advisable, the Board of Directors shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effective pursuant to Clause 9.01 of this Section IX and the cost of such appraisal shall be a common expense;
- (b) The Corporation, its Board of Directors and its Officers shall have the exclusive right, on behalf of itself and as agent for the owners, to adjust any loss and settle all claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged

Unit, shall be bound by such adjustment, provided, however, that the Board of Directors may, in writing, authorize an owner to adjust any loss to his Unit with an Insurer.

- (c) No Mortgage may be placed against any Unit unless the Mortgagee agrees to waive any contractual or statutory provision giving the Mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the Mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this Declaration. This paragraph Cc) shall be read without prejudice to the right of any Mortgagee to exercise the right of an owner to vote or to consent, if the Mortgagee itself contains a provision giving the Mortgagee that right, and also to the right of any Mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) A certificate of all insurance policies and endorsements thereto, shall be issued as soon as possible to each Owner and a certified copy of all such policies to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each Owner and renewal certificates and certified copies of new insurance policies to each Mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices and made available for inspection by an owner or Mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.
- (f) Where this Corporation, instead of the insurance trustee receives any proceeds of insurance pursuant to subparagraph Ci) of paragraph (2) of Clause 9.01 of this Section IX, the proportion of such proceeds attributable to damage to any Unit or Units shall be held in trust for the Owner or Owners of such Unit or Units and, at the discretion of the Board of Directors, may be applied by the Corporation to the repair of such Unit or Units or may be paid to such Owner or Owners subject at all times to the interest if any, of any Mortgagee.
- (g) Where any insurance proceeds have been paid to an Owner for the purpose of effecting repairs to his Unit, then such Owner shall effect such repairs within two (2) months of such payment or within such further period of time as the Board of Directors of the Corporation may permit, and he shall furnish the Corporation with evidence that such repairs have been completed in accordance with Section VII of this Declaration.

9.03 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that:

- (a) Each Unit owner may obtain and maintain his own insurance on any additions or improvements made by the Owner to his Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained in his Unit and his personal property and chattels stored elsewhere on the property, including an automobile or automobiles, and for the loss of use and occupancy of his Unit in the event of damage, which policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners, and any members of their household or any owner or occupant of another Unit except for arson and fraud.
- (b) Each owner may obtain and maintain his own public liability insurance covering any liability of the owner with regard to the property and his Unit pursuant to this Declaration to the extent not covered by any public liability and property damage insurance obtained by the Corporation.
- (c) Each Owner is to provide to the Board a certified copy of their insurance policy or policies within ten (10) days of arranging such insurance coverage.
- (d) No owner shall obtain and maintain any insurance on his Unit other than in accordance with the provisions of this Section IX without the consent in writing of the Corporation, which may not be arbitrarily withheld.

X INSURANCE PROCEEDS

10.01 Insurance Trustee

The Board of Directors on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company authorized to carry on business in Nova Scotia and having a capital, surplus and undivided profits of at least One Million Dollars (\$1,000,000) or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed Five Thousand Dollars (\$5,000.00);
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration; and
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.

In the event that the Board of Directors is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the Corporation may enter into such agreement with such other Corporation authorized to act as Trustee, as in its discretion the Board of Directors may deem advisable. The Corporation shall pay the fees and disbursements of any Insurance Trustee of any fees and disbursements shall constitute a common expense.

10.02 In the Event That:

- (a) the Corporation is obligated to repair any Unit insured under paragraph (b) of paragraph (1) of clause 9.01 of Section IX hereof, in accordance with the provisions of Section VIII hereof, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse the same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair any Unit in accordance with the provision of Section VIII hereof and there is termination in accordance with the provisions of Section 23 of the Act, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation; and
- (c) the Board of Directors in accordance with the provisions of subsection (1) of Section 23 of the Act determines that there has not been substantial damage to the extent that the cost of repairs would be twenty-five per cent (25%) of the value of the buildings immediately prior to the occurrence, the Insurance Trustee shall hold all proceeds for the Corporation and the owners whose Units have been damaged, and shall disburse such proceeds for the benefit of the Corporation and the Owners whose Units had been damaged, as their respective interests may appear in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the respective obligations to make repairs pursuant to the provisions of Section VII of this Declaration.

Notwithstanding anything to the contrary herein contained any proceeds payable by an Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this clause 10.02 of Section X hereof shall be subject to payment in favour of any Mortgagee or Mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such Unit.

XI INDEMNIFICATION

11.01 Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, his family or any member thereof, any other occupants of the Unit or any guests,

invitees or licensees of such owner or occupant to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

Any sums of money to be paid by an owner to the Corporation pursuant to this clause 11.0. Section XI shall include any legal or collection costs as between solicitor and client incurred by the Corporation in order to collect such sums of money, and all such sums of money shall bear interest at such rate of interest (not exceeding 2% above the prime rate charged by the corporation's bankers from time to time as the Board of Directors . The Corporation may collect such sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution towards the common expenses of such Owner, after receipt of notice from the Corporation thereof. All payments pursuant to this clause 11.01 are deemed to be additional contributions towards the common expenses and recoverable as such.

11.02 The Corporation shall indemnify and save harmless the Owner of each Unit from and against any loss, costs, damages, injury or liability whatsoever which may be suffered or incurred by each Owner, his family or any member thereof and any other occupants of his Unit or any guests, invitees or licensees of such owner or occupants resulting from or caused by the negligence or wrongful act or omission of the Corporation, its managers, agents, servants, employees or independent contractors, or for damage done to the Unit substantially resulting from the repair or maintenance by the Corporation of the Common Elements; provided that notwithstanding anything hereinbefore contained, each owner agrees to look solely to the proceeds received from the Insurer or Insurers of the public liability and property damage insurance of the Corporation in the event of such loss, costs, damage, injury or liability.

XII TERMINATION

12.01 Management after Termination

In the event that sale of the property or any part of the Common Elements or termination of the government of the property by the Act is authorized, then the Board of Directors of the Corporation may authorize any procedures, rules and regulations and any other matters deemed necessary to complete such sale or termination and to manage the property pending such completion.

XIII EXPROPRIATION

13.01 Expropriation in Whole of the Property

In the event of the expropriation of the whole of the property the compensation to be paid for the whole of the property shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary. The Compensation received from the expropriating authority, less expenses involved, if any, in obtaining said compensation, shall be distributed among the owners and mortgagees in proportion to their respective interests in the Common Elements.

Notwithstanding the above provisions in this clause 13.01, the rights of each owner shall be separate to negotiate and settle his personal compensation for additions, alterations or improvements made by the owner to his Unit after registration of this Declaration, the cost of moving and other similar items personal to each Owner.

13.02 Part Only of Common Elements Taken

If no Units are taken by the expropriation, and the expropriation includes only part of the Common Elements, then compensation shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary. The Board of Directors may deal with the compensation in any one or more of the following ways:

- (a) to distribute the compensation among the owners and mortgagees in proportion to their respective interests in the Common Elements; or
- (b) to use the compensation to add to, change, or alter the Common Elements; or
- (c) to retain the compensation as an asset of the Corporation; or
- (d) where the part of the Common Elements expropriated includes Common Elements the exclusive use of which is annexed to one or more specified Units by virtue of this Declaration, the Board of Directors may deal with the compensation received in respect of such exclusive use Common Element by distributing such compensation among the owners and mortgagees whose exclusive use elements have been taken or by applying such compensation to the replacement of such exclusive use Common Elements.

13.03 Partial Expropriation Including Units

In the event of a partial expropriation which includes some Units, each owner whose Unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his Unit and interest in the Common Elements. The Compensation for any damage suffered by the remaining owners whose Units are not expropriated shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary; and the compensation so received from the expropriating authority, less expenses involved, if any, in obtaining such compensation, shall be distributed proportionately among such remaining owners or their mortgagees as their respective interests appear, except as required in connection with the restoration of the balance of the property.

The cost of restoring the balance of the property so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct using the funds received for such reconstruction.

13.04 Reconstitution of Scheme of Condominium after Reconstruction

In the event of reconstruction as provided in clause 8.02 of Section VIII hereof, all of the Owners and other persons having an interest in or encumbrance against any part of the property agree to do everything necessary and sign such documents and so vote on all occasions as may be necessary to reconstitute the scheme of the Condominium property as follows:

(a) Payment for shares of assets of the Corporation

Any owners whose Units have been wholly taken or rendered completely unusable shall have no further interest in the Common Elements or the property itself but shall be entitled only to receive the value of their share of the assets of the Corporation as determined by their percentage interest in the Common Elements. Said assets are to be valued at book value, and in this respect any asset shall be deemed to have a book value of cost less the maximum allowable depreciation that would be allowed on such assets under the Income Tax Act (Canada) then in force.

(b) Determination of Value of Remaining Portion

The value of the portion of any Unit partially expropriated or rendered partially unusable by the expropriation and/or reconstruction, together with the interest of the Common Elements of such partial Unit, shall be determined, and if it cannot be determined, shall be arbitrated. The owners of portions so taken shall receive the appropriate portion of the payment provided by paragraph (a) of this clause 13.04.

(c) Reduction of Interest in Common Elements

The percentage contribution towards common expenses and the percentage interest in the common elements of all Units and portions of Units that are taken by the expropriation shall thereafter be dissolved and ended.

(d) Remaining Interests Expanded:

The remaining interests in the Common Elements and the percentage obligations towards common expenses shall be determined by calculating this percentage as a percentage of the total percentages left in the property after its reconstruction, and shall be increased accordingly.

XIV GENERAL MATTERS AND ADMINISTRATION**14.01 Rights of Entry**

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board of Directors of the Corporation, shall be entitled to enter any Unit or any part of the Common Elements over which any owner has the exclusive use and possession thereof, at all reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice, for the purpose of repairing the Unit, Common Elements, or part of the Common Elements over which any owner has the exclusive use and possession thereof, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his Unit, the Corporation, or its agents, may enter upon such Unit without rendering it or them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.
- (e) The Corporation shall not be liable to the owner of any Unit for damages for any interference or inconvenience caused by repairs or any other work permitted by this Article 14.01 provided such repairs or work are carried out as expeditiously as reasonably possible and provided further that such damages are not caused by the negligence or willful acts of the Corporation, its servants, agents and workmen.

14.02 Units Subject to Declaration, By-Laws, Common Element Rules and Rules and Regulations

All present and future owners, tenants and residents of Units, their families, guests, invitees or licensees shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, including the Common Element Rules, and any other Rules and Regulations. The acceptance of a deed or transfer or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration the By-Laws, including the Common element Rules, and any other Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupation agreement.

14.03 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of the provisions of this Declaration shall not be deemed to impair or effect in any manner the validity, enforceability or effect of the remainder of this Declaration, and

in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

14.04 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws, including the Common Element Rules, or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

14.05 Resolution of Conflict of Provisions

In the event of a conflict between the provisions of the Act, this Declaration or the By-laws, including the Common Element Rules, the provisions of the Act shall govern; subject to the Act, the provisions of this Declaration shall govern; subject to the Act and this Declaration, the provisions of the By-laws shall govern; the provisions of the Common Element Rules shall only be valid so long as they are not in conflict with anything in the Act, this Declaration or those portions of the By-Laws excluding the Common Element Rules.

14.06 Notice

Except as herein provided - any notice, direction or other instrument required or permitted to be given hereunder shall be in writing, and shall be sufficiently given if served personally by delivering same to the party to be served or to any other officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation c/c its recognized agent, to each owner at his respective Unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each Mortgagee who has notified his interest to the Corporation at such address as is given by each Mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or Mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

14.07 Construction of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

14.08 Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

14.09 Effective Date

This Declaration shall take effect upon acceptance for registration.

DATED at Halifax, in the County of Halifax, Province of Nova Scotia, 16th this day of April, 1990.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED)

BRISTOL INVESTMENTS LIMITED

[Signature]
Witness

By: *[Signature]*

And: _____

CONDOMINIUM ACT:

Accepted for registration this 25th day
of May, 1990 at the hour of 11 o'clock, a.m.

[Signature]
(Deputy) Registrar of Condominiums
[Signature]

Schedule A Legal description

ALL THAT parcel of land situate on the easterly side of South Park Street and on the northerly side of Rhuland Street in the City of Halifax, Province of Nova Scotia; being designated as Lot 3 on a "Plan of Survey of Subdivision of Lands of Banko Investments (1984) Ltd. and Subdivision of Lands of Abba Real Estate Ltd."; said plan prepared by Wallace, Macdonald & Lively, Ltd. dated November 5, 1985, signed by Harold S. Lively, N.S.L.S. and approved by the City of Halifax on December 17, 1985; said Lot 3 containing an area of 6,337 square feet more or less and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 4844 to Nova Scotia Coordinate Monument 5180 has a grid bearing of N 730 40' 11" E and relating all bearings herein thereto;

COMMENCING at a survey marker placed at the intersection of the easterly limit of South Park Street with the northerly limit of Rhuland Street, as shown on said plan;

THENCE N 19° 38' 44" W along the easterly limit of South Park Street a distance of 98.99 feet to a survey marker placed at the southwest corner of Lot. 2;

THENCE N 70° 21' 16" E along the southerly limit of Lot 2 a distance of 63.64 feet to a survey marker placed on the westerly limit of lands of Arthur D. Vogt, as shown on said plan;

THENCE S 20° 25' 00" E along the easterly limit of said Vogt lands a distance of 98.12 feet to a survey marker placed on the northerly limit of Rhuland Street;

THENCE S 69° 35' 00" along the northerly limit of Rhuland Street a distance of 64.97 feet to the point of commencement;

TOGETHER WITH a Grant of Easement for right-of-way purposes as described in a Grant of Easement recorded in the office of the Registrar of Deeds at Halifax in Book 4334, at Page 1017.

ALSO TOGETHER WITH AND SUBJECT TO a Grant of Easement for patio and landscaped areas as described in a Grant of Easement, recorded in the office of the Registrar of Deeds at Halifax in Book 4638, at Page 873.

Schedule B Canada Trustco consent

CANADA TRUSTCO MORTGAGE COMPANY having a registered encumbrance within the meaning of clause (n) of subsection (1) to Section 1 of the Condominium Act (Statutes of Nova Scotia 1970-71 Chapter 12 as amended) registered at the office of the Registrar of Deeds for the County of Halifax, Nova Scotia, as follows:

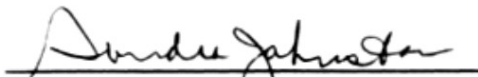
First Mortgage: Book 4638, Page 884

September 27, 1988.

hereby consents to the registration of a Declaration by Bristol Investments Limited pursuant to the Condominium Act against the land or interest appurtenant to the land described in the Declaration.

IN WITNESS WHEREOF the seal of Canada Trustco Mortgage Company has been hereunto affixed as ⁹ attested by the signature of its proper officers in its behalf this day of June, 1989.

SIGNED, SEALED AND DELIVERED


Witness

) CANADA TRUSTCO MORTGAGE
) COMPANY
)
) By: 
)
) And: 
)
)

Schedule B Bank of Nova Scotia consent

THE BANK OF NOVA SCOTIA, having a registered encumbrance within the meaning of the Condominium Act (Statutes of Nova Scotia 1970-71 Chapter 12 as amended) registered at the office of the Registrar of Deeds for the County of Halifax, Nova Scotia, as follows:

Second Mortgage: Book 4736, Page 584 Dated: May 12, 1989.

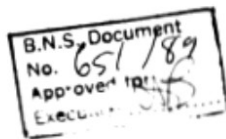
hereby consents to the registration of a Declaration by Bristol Investments Limited pursuant to the Condominium Act against the land or interest appurtenant to the land described in the Declaration.

IN WITNESS WHEREOF this Consent is signed, sealed and delivered by the Bank's Attorney(s) duly authorized on this 6 day of July , 1989.

SIGNED, SEALED AND DELIVERED
in the presence of

S. Orman

Witness



) **THE BANK OF NOVA SCOTIA**

)

)

) By:

[Signature]

Its Attorney

)

) And:

~~Its Attorney~~

)

)

Schedule C Percentage interests

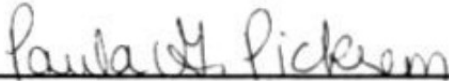
Unit	Level	Building	Common expenses	Common interest	Common rights
1	1	C	10.00%	10.00%	10.00%
2	1	C	10.00%	10.00%	10.00%
3	1	D	10.00%	10.00%	10.00%
4	1	D	10.00%	10.00%	10.00%
1	2	C	10.00%	10.00%	10.00%
2	2	C	10.00%	10.00%	10.00%
3	2	C	10.00%	10.00%	10.00%
4	2	C	10.00%	10.00%	10.00%
5	2	D	10.00%	10.00%	10.00%
6	2	D	10.00%	10.00%	10.00%

Declaration affidavit

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

On this 16th day of April., 1990, before me, the subscriber, Barbara Fearon, personally came and appeared a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that BRISTOL INVESTMENTS LIMITED, a party thereto, caused the same to be executed in its name and on its behalf and its corporate seal affixed thereunto by its proper officer duly authorized in her presence.


A Commissioner of the Supreme Court
of Nova Scotia

PAULA G. PICKREM
A Commissioner of the Supreme
Court of Nova Scotia

PART 02

By-laws

By-laws 1 to 4 and Associated Agreements

EDITORIAL NAVIGATION

This part reproduces By-laws 1 to 4 and their associated registration, adoption and agreement documents. Schedule A to By-law 1 is presented separately in Part 03 for ease of reference.

Read the original director provision with the 1998 amendment on page 62, and Article XIII of By-law 1 with the 2018 amendment on page 63. The original wording has not been consolidated with those amendments.

By-law 1	25
By-law 2 and Banking Resolution	42
By-law 3 and Management Agreement	45
By-law 4 and Insurance Trust Agreement	51
Schedule A: Common Element Rules	58
1998 and 2018 Amendments	60

Source pages 23-39 appear on reference pages 25-41.
Source pages 42-56 appear on reference pages 42-56.

By-law 1 Registration certificate

FORM 15 CONDOMINIUM ACT

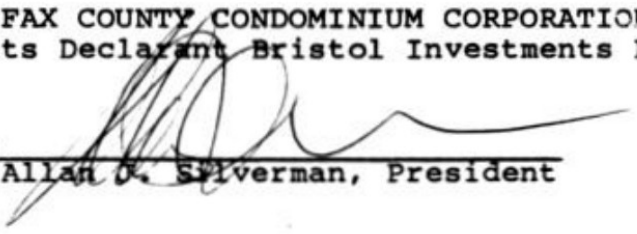
To the Registrar of Condominiums:

Halifax County Condominium Corporation No. 144 hereby certifies that the attached By-Law was made by the members of the Corporation at a meeting held on the 28th day of May, 1990 for the purpose. Members owning 66 2/3 percent of the common elements voted in favour thereof (being the percentage mentioned in the Declaration).

The Corporation further certifies that the By-Law was in all respects made in accordance with this Act, the Declaration and the By-Laws of the Corporation.

Witness the seal of the Declarant on behalf of the Corporation duly affixed by the authorized officer of the Corporation this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by its Declarant Bristol Investments Limited

Per: 
Allan O. Silverman, President

H.C.C.C. No. 144

Accepted for Registration

this 9th day of July

A. D. 1990 at the hour of

2 P.M.


Registrar of Condominiums

By-law 1 Adoption

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144

ON THE 28TH DAY OF MAY, 1990

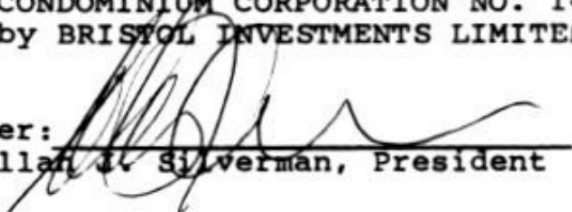
BE IT ENACTED as By-Law Number 1 of Halifax County Condominium Corporation No. 144 (the "Corporation") as follows:

THAT the Constitution By-Law and Common Element Rules attached thereto as Schedule "A" be and are hereby approved, and the Officers of the Declarant are hereby authorized to execute the same on behalf of the Corporation.

The foregoing By-Law is hereby made and enacted as By-Law Number 1 of Halifax County Condominium Corporation No. 144 by Bristol Investments Limited, the Declarant and owner of all units and sole member of the Corporation, as witnessed by the signature of its proper officer duly authorized in that behalf and an impression of the corporate seal of the Declarant.

DATED at the City of Halifax, in the County of Halifax, Province of Nova Scotia, this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by BRISTOL INVESTMENTS LIMITED

Per: 
Allan J. Silverman, President

By-law 1 Constitution

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144

ON THE 28TH DAY OF MAY, 1990

BE IT ENACTED as By-Law Number 1 of Halifax County Condominium Corporation No. 144 (the "Corporation") as follows:

ARTICLE I

DEFINITIONS

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

1. Act means the Condominium Act, Statutes of Nova Scotia, 1970-71, Chapter 12, and amendments thereto and Regulations made pursuant thereto.
2. Board means the Board of Directors of the Corporation.
3. Corporation means Halifax County Condominium Corporation No. 144 a Corporation created under the Condominium Act, by the acceptance for registration of the Declaration and the Description.
4. Declarant means the Declarant in the Declaration.
5. Declaration means the Declaration respecting the Land submitted for acceptance for registration by the Registrar of Condominiums registered in the Office of the Registrar of Deeds at Halifax and filed at the Office of the Registrar of Joint Stock Companies, and all amendments thereto.
6. Description means the Description respecting the land being Schedule "A" to the Declaration.
7. Land means the freehold land described in the Description.
8. Members means the owners from time to time.
9. Termination means the government of the property by the Act is terminated and includes termination as a result of damage.
10. Any other words and phrases which are defined in the Act shall have the meaning given to them by the Act.

ARTICLE II

THE CORPORATION

- 1. Seal of Corporation.** The Corporation shall have a seal in the form impressed in the margin hereof. It shall at no time be used except by authority of the Board previously given, and in the presence of at least two members of the Board who shall sign every instrument to which the seal is affixed. Where there is only one member of the Corporation its signature is sufficient for the purpose of this paragraph. The Secretary shall be responsible for the custody of the corporate seal.
- 2. Office.** The office of the corporation shall be at Suite 300, 1541 Barrington Street, Halifax, Nova Scotia, B3J 1Z5.
- 3. Fiscal Year.** The fiscal year of the corporation shall end on the 31st day of August in each year or on such other date as the Board by resolution may determine.

ARTICLE III

MEETING OF MEMBERS OF THE CORPORATION

1. First Meeting. A meeting of the members shall be held within ninety (90) days after the acceptance for registration of the Declaration and Description and the invoking of the Act, or within thirty (30) days after sixty per cent (60%) of the units have been sold and the conveyances thereof delivered, whichever date is later.

2. Annual Meetings. The first annual meeting shall be held not later than fifteen months after the first meeting of the members of the Corporation and thereafter an annual meeting of the members shall be held once in each calendar year and not more than fifteen months shall elapse between the date of one annual meeting and that of the next.

3. General Meetings. All meetings, other than annual meetings and the first meeting, shall be called general meetings.

4. Place of Meetings. All meetings of the members of the Corporation shall be held at such place within the County of Halifax, in the Province of Nova Scotia, as the Board may from time to time determine.

5. Calling General Meetings. The Board may, whenever it thinks fit, and shall, upon receiving a petition in writing signed by owners or mortgagees, or any combination thereof entitled to vote with respect to twenty-five per cent (25%) of the units and delivered to the Secretary of the Corporation, convene a general meeting within 10 days of Notice of such petition.

6. Notice of Meetings. No public notice or advertisement of meetings of members, either annual or general, shall be required, but a printed, written, typewritten or otherwise mechanically reproduced notice in which is stated the day, hour and place of the meeting, together with an agenda of the business to be transacted thereat, shall be either delivered or mailed by ordinary mail with postage prepaid to each member and to all mortgagees who have notified the Corporation of the registration of its mortgage, at least ten (10) days (exclusive of the day of delivery or mailing, but inclusive of the day for which notice was given) before the date of every meeting, addressed to such address as is given by the member or mortgagee to the corporation for the purpose of notice, or if no address be given then to the last address of such member or corporation known to the Secretary, or if no address be known notice shall be deemed to have been given to the members or mortgagees if delivered or sent addressed to them at their respective units; provided always that a meeting of members, either annual or general, may be held for any purpose at any time and at any place within the City of Halifax, County of Halifax, Province of Nova Scotia without notice, if all the members or mortgagees entitled to notice of such meeting are present thereat in person or represented thereat by proxy duly appointed, or if the absent members or mortgagees shall have signified their consent in writing to such meeting being held. Notices may be signed by the President, a Vice-President or the Secretary or such other persons as the Board may from time to time appoint for that purpose. Proof of notice calling the meeting shall be made by affidavit of the person giving such notice. Notice of any meeting or any irregularity in any notice thereof may be waived by any member or mortgagee. No accidental error or omission in giving notice of any meeting of members of the Corporation (whether annual or general) shall invalidate such meeting or make void any proceedings taken or had thereat and any member or mortgagee may at any time waive notice of such meeting and ratify, approve and confirm any and all proceedings taken or had thereat.

7. Quorum. Except as otherwise provided in this by-law no business shall be transacted at any annual or general meetings of members unless a quorum of members entitled to vote thereat is present within sixty (60) minutes after the time for which the meeting was called. A quorum for the transaction of business at any meeting of members of the Corporation shall be constituted when members entitled to vote and owning not less than thirty-three and one-third per cent (33 1/3%) of the common elements are present in person or represented by proxy at such meeting and not fewer than three (3) persons entitled to vote are present in person.

8. Adjournment for Lack of Quorum. If within one (1) hour after the time appointed for the holding of any annual or general meeting of members a quorum be not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one (1) hour from the time appointed for the meeting and members or persons entitled to vote who are present in person or represented by proxy at such meeting shall be deemed to constitute a quorum. No business shall be transacted at any meeting of members where there is no quorum. No notice of any adjourned meeting is required to be given.

9. Voting. Votes may be given either personally or by proxy. At annual or general meetings every question shall be decided by a show of hands unless a poll thereon be required by the Chairman or be demanded by a member entitled to vote who is present in person or by his proxy if so represented. Upon a show of hands every member entitled to vote who is present in person or by his proxy if so represented shall have one (1) vote. After a show of hands has been taken upon any question the Chairman may still require, or any member entitled to vote who is present in person or by his proxy if so represented, may still demand a poll thereon. Whenever a vote by show of hands shall have been taken upon a question unless a poll thereon be so required or demanded, a Declaration by the Chairman of the meeting that the vote upon the question has been carried, or carried by a particular majority or not carried and an entry to that effect in the minutes of the proceedings at the meeting shall be prima facie evidence of the fact, without proof of number or proportion of the votes recorded in favour of or against any resolution or other proceedings in respect of the said question, and the result of the vote so taken shall be the decision of the Corporation in an annual or a general meeting, as the case may be, upon the question.

10. Polls. If at any meeting of members a poll is demanded and be not withdrawn it shall be taken in such manner as the Chairman directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn at any time prior to the taking of the poll.

11. Equality of Votes. In case of an equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

12. Number of Votes. On a show of hands, or on a poll, each person present in person or by proxy shall have one (1) vote. If any person present is representing himself as well as one or more proxies, he shall be entitled to one (1) vote for each person he is representing including himself.

13. Appointment of Proxy. Every member or Mortgagee entitled to vote at meetings may by instrument in writing appoint a proxy, who need not be a member or a Mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the member or Mortgagee were present at the meeting.

14. Vote by Co-owners. If a unit or a mortgage on a unit is owned by two or more persons any one of them present or represented by proxy may, in the absence of the other or others' vote, but if more than one of them is present or represented by proxy, those present or represented by proxy shall vote in the same way, failing which the vote for such unit shall not be counted all to the intent that each unit shall have one vote each which shall not be split.

15. Representatives. An executor, administrator, committee of a mentally incompetent person, guardian, trustee, or other person acting pursuant to Section 24 (3) or (4) of the Act (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian, trustee or person acting, the provisions of paragraph 14 of this Article shall apply.

16. Vote of Mortgagee. Where a mortgage of a unit and common interest contains a provision that assigns to the Mortgagee, or otherwise authorizes the Mortgagee to exercise the rights of the owner as a member to vote, or to consent at any annual or general meeting of members, and where the mortgagee desires to exercise such rights, the following provisions shall apply:

- (a) written notice thereof shall be delivered, or sent by prepaid registered post, by or on behalf of the mortgagee to the office of the corporation including the address for notice of the mortgagee; and
- (b) the notice may state according to its terms the extent to which the mortgagee desires to exercise the right of such owner to vote or consent as aforesaid; and
- (c) the corporation shall be bound from the time of receipt of such notice to treat the Mortgagee as a member for the purpose of exercise of the rights of such owner to receive or waive notices, to appoint a proxy, to call a general meeting pursuant to Paragraph 5 of this Article III and to vote or consent in accordance with the notice so given by or on behalf of the mortgagee, subject always to the rights of such owner to continue to receive notice of and to attend meetings of members; and
- (d) in the event that units whose common interest represent twenty-five per cent (25%) of the common elements are subject to first mortgages held by the same first mortgagee, then the corporation shall deliver to such first mortgagee, if it so requests in writing, a copy of the minutes of all meetings of the Board and of all meetings of members of the Corporation.

17. Entitlement of Vote. Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution must be unanimous no member is entitled to vote at any meeting unless all the contributions to the Corporation, payable in respect of his unit, have been paid to the date of such meeting; provided, however, that the terms of this paragraph shall not derogate from the rights of the Mortgagee as set out in paragraph 16 of this Article III.

18. Persons Entitled to be Present. The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register or by their proxies if so represented and any others entitled to vote thereat and the auditor of the corporation and the Directors and officers of the corporation and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Bylaws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

ARTICLE IV

BOARD OF DIRECTORS

1. Number. The affairs of the corporation shall be managed by the Board of Directors and until changed by by-law the number of members of the Board of Directors of the Corporation shall be five (5);

2. Quorum. A quorum for the transaction of business at a meeting of the Board of Directors is a majority of the members of the Board. Notwithstanding vacancies the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

3. Qualification of Members of the Board. Any person who is a member of the Corporation or any representative of any management of the property as provided for in Article IX hereof, or if an owner is a corporation, an officer or employee of the Corporation is qualified to be elected as a director of the corporation provided that each director shall be nineteen (19) or more years of age. If a unit has more than one owner, only one may be a member of the Board at any one time.

4. Election and Term. Within seven (7) days after acceptance for registration of the Declaration and Description the Declarant shall appoint five (5) persons who shall constitute the Board until the first meeting of the members of the corporation is held at which time five (5) persons shall be elected as Directors and the initial Directors shall be eligible for re-election at such meeting. All Directors shall hold office for a term of one year notwithstanding that their term of office may have expired all Directors may continue to act until their successors are elected.

5. Removal of Directors. The members of the Corporation may by resolution passed by a majority vote at a meeting of the members called for such purpose remove any Director before the expiration of his term of office,

and may elect a person in place of any Director who has been removed to hold office for the remainder of his term.

6. Filling of Vacancies. Any vacancy occurring in the Board of Directors may be filled for the remainder of the term of office either by the members at a general meeting called for the purpose or may be filled by the Directors then in office, if constituting a quorum. Otherwise, such vacancy shall be filled at the next annual meeting of members.

7. Calling of Meetings. Meetings of the Board shall be held from time to time at such place in the County of Halifax, Province of Nova Scotia, and at such time and on such day as the President or a Vice-President who is a Director or any two (2) Directors may determine, and the Secretary shall call meetings when directly authorized by the President or a Vice-President who is a Director or by two (2) directors. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each Director not less than forty-eight (48) hours, exclusive of Saturdays and holidays (as defined by the Interpretation Act) before the time when the meeting is to be held, provided that no notice shall be required to be given of any meeting of Directors held for the sole purpose of organization and the election and appointment of officers immediately following any annual meeting and no notice of any meeting shall be necessary if all the Directors are present or if a quorum is present and those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings. Regular meetings of the Board may be held at such time and place in the City of Halifax, County of Halifax, Province of Nova Scotia, as shall be determined from time to time by a resolution passed by a majority of the Directors.

9. Adjourned Meeting. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vote. At meetings of the Board of Directors all matters shall be decided by majority vote, provided that the Chairman of the meeting shall have a casting as well as an original vote in case of an equality of votes.

11. Interest of Directors in Contracts. No Director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any Director or any firm or company in which any Director is in any way interested be voided, or shall any Director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such Director holding such office or of the fiduciary relationship thereby established provided that the provisions of Paragraph 12 of this article IV are complied with.

12. Declaration of Interest. It shall be the duty of every Director of the Corporation who is in any way, whether directly or indirectly, interested in a contract, or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by three (3) or more Directors.

13. Protection of Directors and Officers. No Director or officer of the Corporation shall be liable for the acts, neglect or default of any other Director or Officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error 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.

14. Indemnity of Directors and Officers. Every Director or officer of the Corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against

- (a) all costs, charges and expenses whatsoever which such Director or Officer sustains or incurs in or about any action, suit, or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office;
- (b) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof; except for his own dishonest or fraudulent acts.

15. Fidelity Bonds. The Board shall require that all Directors, Officers and employees of the Corporation handling or responsible for the Corporation's monies or securities shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE V

OFFICERS

1. Elected Officers. At the first meeting of the Board after each election of Directors the Board shall elect from among its members a President and may elect from among its members one or more Vice-Presidents. A vacancy occurring from time to time in such offices may be filled by the Board from among its members.

2. Appointed Officers. From time to time the Board shall appoint a Secretary and may appoint a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The Officers so appointed may but need not be a member of the Board. With the exception of the President one person may hold more than one office and if the same person holds both the office of the Secretary and office of Treasurer he may be known as Secretary-Treasurer.

3. Term of Office. In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation.

4. President. The President, when present, shall preside at all meetings of the members and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation, subject only to the direction of the Board and he shall have such other powers and duties as the Board may from time to time determine.

5. Vice-President or Vice-Presidents. During the absence or the inability to act of the President his powers and duties shall fall upon the Vice-President, or if more than one, upon such one as may be designated by the Board of Directors, save that no Vice-President shall preside at a meeting of the Board or at a meeting of members who is not qualified to attend as a Director or member as the case may be. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. The Vice-President, or if more than one, the Vice-Presidents, shall also have such powers and duties as may from time to time be assigned to him or them respectively by the Board.

6. General Manager. The General Manager, if one be appointed shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The General Manager need not be a Director, a unit owner, a member of the Corporation or a person entitled to vote at general meetings of the Corporation.

7. Secretary. The Secretary shall give or cause to be given all notices required to be given to the members, Directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the Directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings

at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation except those to be kept by the Treasurer and he shall perform such other duties as may from time to time be prescribed by the Board.

8. Treasurer. The Treasurer shall keep or cause to be kept full and accurate books of account and accounting records in which shall be recorded all receipts and disbursements of the Corporation. He shall have the care and custody of all the funds and securities of the Corporation in such bank or banks or trust company or trust companies or with such depository or depositories as the Board of Directors shall direct. He shall disburse the funds of the Corporation when necessary and proper, taking proper vouchers for such disbursements, and shall render to the President and Directors at the meetings of the Board of Directors or whenever they may require it, an account of all his transactions and he shall perform such other duties as may from time to time be prescribed by the Board of Directors.

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

10. Agents and Attorneys. The Board shall have power from time to time to appoint Agents or Attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

11. Compensation. No compensation whatever shall be paid to any Officer or Director of the Corporation for the performance of his duties as an Officer or director unless such compensation is determined and approved by a general meeting of the Corporation at which owners or mortgagees or any combination thereof entitled to vote with respect to sixty-six and two-thirds per cent (66 2/3%) of the units is present either in person or by proxy. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

ARTICLE VI

BANKING ARRANGEMENTS AND CONTRACTS

1. Banking Arrangements. The banking business of the Corporation or any part thereof shall be transacted with such Bank or Trust Company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's account, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

2. Execution of Instruments. Deeds, mortgages, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other Director. Any contract or obligations within scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the Board may at any time from time to time direct the manner in which and the person or persons by whom any particular deed, mortgage, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

ARTICLE VII

THE CORPORATION

1. Duties of the Corporation. The duties of the Corporation are to manage the property and any assets acquired by the Corporation in connection with the use and enjoyment of the property, to prepare budgets and collect common expenses with a view to maintaining financial stability and to provide such services to the owners as are specified in the Act, the Declaration or the By-laws. Without limiting the generality of the foregoing, the duties of the Corporation include the following:

- (a) To collect and receive all contributions towards the common expenses from the owners, or from any mortgagee if the same are collected by a mortgagee, and deposit the same in a separate account with a chartered bank, loan or trust company;
- (b) To keep accurate accounts of the financial transactions involved in the performance of its duties and the exercise of its rights and send to each owner annual statements of income and expenditures with respect thereto;
- (c) Within ninety (90) days after the end of each fiscal year to deliver or mail to each owner, and to each mortgagee who has notified his interest to the Corporation, a copy of the Corporation's audited financial statements for the preceding fiscal year prepared and certified by the auditors of the Corporation and signed by two (2) Directors.
- (d) For the purpose of complying with the provisions of the Act and the Declaration with respect to insurance to do all acts and things and to take out and maintain such insurance as the Board may from time to time deem advisable.
- (e) To control, manage and administer the common elements for the benefit of all the owners and for the benefit of the entire condominium project, and to maintain such staff as may be required to carry out at all times promptly and efficiently its duties in such management of the property.
- (f) To repair and maintain the common elements in accordance with the provisions of the Act and the Declaration;
- (g) To keep the common elements clean, suitably decorated and landscaped (other than those parts of the common elements to which an owner has exclusive use and possession) and to keep all sidewalks, driveways and entrances free and clear of ice and snow;
- (h) To purchase electricity, water and other public utilities for use in the common elements. If any apparatus or equipment used in effecting the supply of electricity, water and other public utilities becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty.
- (i) To effect compliance by the owners of units with the Act, the Declaration and the By-Laws.
- (j) To obtain and maintain fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation.

2. Powers of the Corporation. The powers of the Corporation include, but are not limited to the following:

- (a) purchasing, hiring or otherwise acquiring property for use by the unit owners in connection with their enjoyment of the common elements, and for use in the management and maintenance of the common elements and the property, except the units;
- (b) borrowing such amounts of money as in its discretion is necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the Act, the

Declaration and By-Laws and securing the repayment of such monies borrowed by it by way of mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to the common expenses, subject to the sanction of a by-law of the Corporation previously passed in general meetings; and

- (c) to make an Agreement with any unit owner or occupier of a unit for the provision of amenities or services, or payment of same; and
- (d) granting to any unit owner the right to exclusive use and enjoyment of any part of the common elements or special privileges in respect thereof;
- (e) revoking any grant provided under paragraph (f) above on reasonable notice; and
- (f) entering into contracts for the repair and maintenance on a continuing or periodic basis of any part or parts of the common elements or of installations contained in units and subject to easements for services to the common elements or other units but no such contract shall extend for more than two (2) years unless approved by by-law; and
- (g) to do all things reasonably necessary for the performance of its duties under the Act, the Declaration, the By-laws including the common element rules and generally to manage the property and assets of the Corporation; and
- (h) adoption and amendment of rules and regulations concerning the operation and use of the property;
- (i) employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize, including but not limited to the duties of the corporation set forth in Paragraph 1 of this Article VII; and
- (j) obtaining and maintaining fidelity bonds for any Manager where deemed necessary by the Board and in such manner as the Board may deem reasonable; and
- (k) investing reserves and other money from time to time held by the corporation, provided that such investment shall be those permitted by the Trustee Act, Revised Statutes of Nova Scotia, 1967, Chapter 317 and amendments thereto, and convertible into cash in not more than ninety (90) days; and
- (l) employing and dismissing any and all personnel necessary to carry out the duties and the powers of the Corporation and for the maintenance and operation of the common elements; and
- (m) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation; and
- (n) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such place, on such terms and in such manner as the Corporation in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing; and
- (o) to lease any part or parts of the common elements except such over which any owner has the exclusive use as agent of the owners.

ARTICLE VIII

DUTIES OF THE DECLARANT

The Declarant shall perform all the duties of the Corporation set forth in this by-law up to the date of appointment of Directors by the Declarant provided for in Paragraph 4 of Article IV of this by-law or until the first general meeting, whichever first occurs, and thereafter the Corporation shall assume all of its duties as herein set forth; and the Declarant shall prepare and adopt a budget for the corporation for the period from the date of registration of the Declaration and Description until the first fiscal year end, subject to revision pursuant to Paragraph 6 of Article X.

ARTICLE IX

MANAGEMENT OF THE PROPERTY

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

ARTICLE X

ASSESSMENT AND COLLECTION OF CONTRIBUTIONS

TOWARDS THE COMMON EXPENSE

1. Annual Budget. The Board shall, at least thirty (30) days prior to the commencement of each fiscal year, prepare and adopt a budget for the Corporation for the next ensuing fiscal year, setting forth in categories estimates of the amount of the common expenses of the Corporation for such year and allocating and assessing such common expenses for such fiscal year among the owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In preparing the budget, the Board shall estimate the amount of income to be received by the Corporation from the use, operation or rental of any of the common elements. In addition to all expenses, charges or costs of the maintenance, repair or replacement of the common elements and any other common expenses, charges or costs, which the Board may incur or expend, there shall be included in the annual budget provision for the following:

- (a) A Contingency Fund, which fund shall be used and applied from time to time towards meeting the deficits and such other common purposes as the Corporation may deem necessary;
- (b) A Reserve Fund, which shall include monies received to be accumulated in the Reserve Fund as provided for in Paragraph 3 of this Article X and to be used or expended for major maintenance items, which occur less frequently than annually and for major items of repair or replacement made necessary by damage, deterioration or obsolescence.

2. Contingency Fund. Upon the purchase of each unit from the Declarant, or at any time thereafter at the request of the Corporation, each owner shall deposit with the Corporation, or as the Corporation may otherwise direct, an amount equal to three (3) times the monthly assessment relating to such owners unit for the year in which such deposit is requested. Such amount shall be held, together with the amounts similarly deposited by other unit owners, as a Contingency Fund for common expenses and shall be used and applied from time to time towards meeting the deficits and such other common purposes as the Corporation may deem necessary, but not amounts to be expended from the Reserve Fund.

3. Reserve Fund. The monies in the Reserve Fund shall be accumulated and when the amount in the Reserve Fund reaches \$10,000.00, the Board shall no longer be required to include any minimum amount to be credited to the Reserve Fund in the budget, but shall administer the Reserve Fund with a view to maintaining it at that level. When the Reserve Fund reaches \$10,000.00, the interest on it may be transferred by the Board of Directors to the account maintained by the Corporation to satisfy common expenses but otherwise the interest shall be accumulated in the Reserve Fund.

4. Contingency and Reserve Funds Part of Common Elements. The Contingency Fund and the Reserve Fund shall be deemed part of the common elements and in the event of sale by the owner, such owner shall not be

entitled to any refund of the whole or any part of the contributions or deposits made from time to time by him to the Contingency Fund or Reserve Fund, but all his interest in the unexpended portion of each of the said Funds, if any, shall be transferred and ensure to the Purchaser of the unit with whom the owner will make any necessary adjustments.

5. Copies of Budget and Notices of Assessment. A copy of the budget for the ensuing fiscal year, together with a notice showing the amount assessed to each owner for such year for common expenses, shall be delivered or mailed by first class mail, postage prepaid, to each owner, and to each mortgagee who has notified his interest to the Corporation, not more than twenty-one (21) days after the beginning of each fiscal year. Each owner shall be obliged to pay to the Corporation, or as the Corporation may in writing direct, the amount of such annual assessment as follows: one-twelfth (1/12) of such assessment on the first day of each and every month next following the delivery of such notice of assessment. Each owner shall on or before the first day of the second month in each fiscal year, unless otherwise directed by the Mortgagee for such unit, deliver to the Corporation, or as the Corporation may direct in the notice of assessment, twelve (12) post-dated cheques covering the payments due by each owner during the ensuing twelve (12) months and such cheques shall be deposited as they become payable. Until the annual budget for any fiscal year has been sent to each owner, each owner shall continue to pay each month an amount equal to the monthly installment payable by such owner under the annual budget for the preceding fiscal year.

6. Special Assessments. If at any time during the course of any fiscal year the Board shall determine that the annual assessment of contributions are inadequate by reason of a revision in the Board's estimates of either expenses or income, the Board shall prepare and cause to be delivered to each owner and to each mortgagee who has notified his interest to the Corporation a revised annual budget for the balance of such fiscal year and thereafter monthly contributions shall be determined and paid on the basis of such revised budget.

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

8. Conveyance of Unit. No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to the transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.

9. Statement of Account. Within ten (10) days following written application therefor, the Board shall furnish an owner or mortgagee or any person authorized in writing by either of them, with a statement as of the first day of the month in which such request is made setting forth the following:

- (a) Any assessments unpaid or payable as of such date, together with accrued interest thereon;
- (b) any accelerated monthly contributions remaining unpaid or payable as of such date;
- (c) the amount outstanding in a reserve fund and contingency fund contributed or deposited or required to be contributed or deposited by the unit owner.

10. Inspection of Books. Upon written application therefor, the Board shall make the books of account and accounting records available at all reasonable times for inspection by an owner, or a mortgagee (if authorized hereunder) or any person authorized in writing by either of them.

11. Collection. The Corporation shall take all necessary steps to enforce payment of each owner of all unpaid assessments, monthly contributions and all other amounts owed by him to the Corporation.

12. Estoppel Certificates. Any certificate issued by the Corporation to a mortgagee, purchaser, or other person dealing with an owner, to certify an owner's position with regard to assessments, contributions or otherwise, which has been signed by two officers of the Corporation under its corporate seal, shall be binding upon the Corporation and all other owners and it and they shall be estopped from denying the accuracy of such certificate against any such mortgagee, purchaser or other person dealing with the owner; but this shall not prevent the

enforcement against the owner of all obligations of the owner whether improperly stated in such estoppel certificate or not.

13. Default in Payment of Assessment.

- (a) arrear of payments required to be made under the provision of this Article X shall bear interest at the rate equal to Ten percentum (10%) per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him, for a period of fifteen (15) days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

ARTICLE XI

DEFAULT

1. Notice of Unpaid Common Expenses. The Board whenever so requested in writing by an owner or a mortgagee who has given notice of his mortgage to the Corporation shall promptly report any then unpaid common expenses due from or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are thirty (30) days past due.

2. Notice of Default. The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the Register and who has requested that such notices be sent to him.

ARTICLE XII

RECORDS

The board shall cause to be kept the following records:

- (a) A set of architectural plans and specifications of the building and of all alterations in the building made by the Corporation or by an owner; and
- (b) A log of all communications or complaints from owners relating to the duties of the Corporation and of the action taken; and
- (c) Minutes of meetings of the Board;
- (d) Minutes of meetings of members of the Corporation;
- (e) Financial records and books of account, including a chronological list of receipts and expenditures as well as a separate account for each unit which shall contain the amount of each assessment of common expenses against each unit the date when due, the amount paid thereon and any amounts remaining unpaid.
- (f) A unit ownership register showing the names of the owners, as notified to the Corporation, the addresses for service of the owners, the proxies from time to time in force and the names and addresses for service of all mortgagees who from time to time give notice of registration of their mortgages to the Corporation.

All records except the minutes of meetings of Directors shall be available for inspection at reasonable hours by all owners and mortgagees.

ARTICLE XIII

PROVISIONS RESPECTING THE USE AND OCCUPATION OF UNITS

- (a) NO screens, awnings or shades shall be erected over and outside of the windows, nor shall any objects or articles be hung or placed on the window sills, railings and other external parts of the unit.
- (b) No portion of a unit required by the Declaration to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation without the consent in writing of the Corporation first had and obtained.
- (c) Nothing may be thrown out of the windows or doors of a unit.
- (d) The use of and covering of the interior surfaces of all windows whether by drapes, shades or other items visible from the exterior of the unit shall be subject to any requirements of the Board.
- (e) No stores of any combustible, inflammable or offensive goods, provision or materials shall be kept in any unit.
- (f) No plumbing or electrical repairs or alterations within any unit or within any partition, bearing or party wall, shall be made without the prior written consent of the Board.
- (g) Not more than two persons shall occupy or visit any part of the unit under circumstances where such person or persons is or are being charged for occupation or board or otherwise, and at no time shall such charges be levied on a commercial or profit making basis, but this provision shall not prevent the leasing of the whole of such unit.
- (h) No electrical or telephone installations shall be erected on or fastened to any unit, or the outside of the building, except as approved by the Board.
- (i) No signs, billboards, notices, or other advertising matter of any kind shall be placed on any part of a unit, without the written consent of the Board first being obtained.
- (j) All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.
- (k) No instrument, appliance, equipment or other device shall be used within any unit which, in the opinion of the Board, causes a disturbance or interference with the comfort of other owners.
- (l) No owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the property or any part thereof.
- (m) No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
- (n) No unit shall be used for professional or commercial purposes such as an office for a doctor, dentist, chiropractor or lawyer.
- (o) No animal or pet which is deemed by the Board in its sole discretion to be a nuisance shall be kept by any owner in any unit or on any other part of the property: any owner who keeps any animal or any pet in his unit or any part of the property shall, at the request of the Board remove such animal or pet therefrom forthwith on the receipt of a written notice from the Board or the Manager requesting such removal;
- (p) All garbage shall be tightly wrapped and tied in accordance with instructions of the Board from time to time, and shall be disposed of in accordance with garbage collection arrangements provided by the Corporation from time to time;

- (q) Any reference in this clause to "owner" shall include where the context allows, the servants, employees, agents, invitees and licensees of the owner and all others over whom the owner might reasonably be expected to exercise control.

ARTICLE XIV

PROVISIONS GOVERNING THE USE OF THE COMMON ELEMENTS

The rules and regulations with respect to the use of the common elements of the Corporation shall be initially those rules and regulations set forth in Schedule "A" of this By-Law Number 1, and thereafter any amendments, additions, deletions or changes therein from time to time shall be authorized by resolution passed by a majority vote at an annual or general meeting of the Corporation.

ARTICLE XV

MISCELLANEOUS

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

2. Interpretation. In this by-law and all other by-laws of the Corporation, unless the context otherwise requires, words importing the singular number only shall include the plural and vice-versa; words importing the masculine gender shall include the feminine and neuter gender; and words importing person shall include companies, corporations, partnership and any number or aggregate of persons.

Whenever reference is made in this By-law to any statute or section thereof such reference shall be deemed to extend and apply to any amendments to the said statute or section or reenactment thereof as the case may be.

3. Headings. The headings in the body of this by-law number 1 form no part of this by-law, but shall be deemed to be inserted for convenience of reference only.

4. Waiver. No restrictions, conditions, obligations or provisions contained in this by-law or any amendments thereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

5. Amendments. This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the Declaration.

The foregoing by-law is hereby made and enacted as By-Law Number 1 of Halifax County CONDOMINIUM CORPORATION NO. 144 by Park Place Developments Limited, the Declarant and owner of all units and sole member of the Corporation, as witnessed by the signature of its proper officer duly authorized in that behalf and an impression of the corporate seal of the said company.

DATED at the City of Halifax, in the County of Halifax, Province of Nova Scotia, this 28 day of May 1990.

SIGNED, SEALED AND DELIVERED
in the presence of

Paula H. Pickren
Witness

)
)
) HALIFAX COUNTY CONDOMINIUM
) CORPORATION NO. 144
) By BRISTOL INVESTMENTS LIMITED
)
)
) Per: Allan J. Silverman
) President
)

By-law 2 Registration certificate

FORM 15 CONDOMINIUM ACT

To the Registrar of Condominiums:

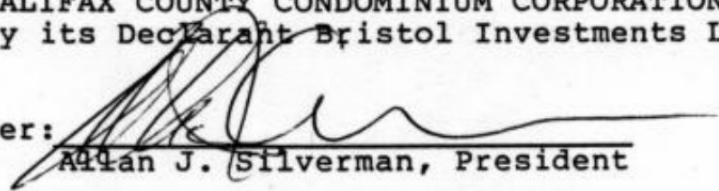
Halifax County Condominium Corporation No. 144 hereby certifies that the attached By-Law was made by the members of the Corporation at a meeting held on the 28th day of May, 1990 for the purpose. Members owning 66 2/3 percent of the common elements voted in favour thereof (being the percentage mentioned in the Declaration).

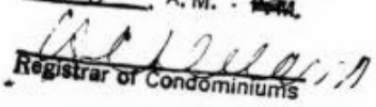
The Corporation further certifies that the By-Law was in all respects made in accordance with this Act, the Declaration and the By-Laws of the Corporation.

Witness the seal of the Declarant on behalf of the Corporation duly affixed by the authorized officer of the Corporation this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by its Declarant Bristol Investments Limited

Per:


Allan J. Silverman, President

H.C.C.C. No. 144
Accepted for Registration
this 23rd day of July
A.D. 1990 at the hour of
10 A.M. - PM

Registrar of Condominiums

By-law 2 Adoption

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144

ON THE 28TH DAY OF MAY, 1990

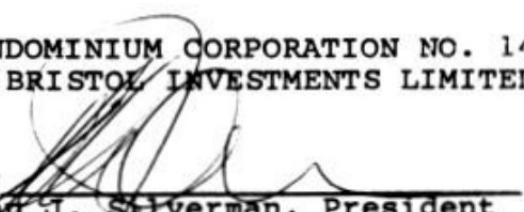
BE IT ENACTED as By-Law Number 2 of Halifax County Condominium Corporation No. 144 (the "Corporation") as follows:

THAT the Banking Resolution attached hereto as Schedule "A" be and is hereby approved, and the Officers of the Declarant are hereby authorized to execute the same on behalf of the Corporation, and to make the appropriate banking arrangements.

The foregoing By-Law is hereby made and enacted as By-Law Number 2 of Halifax County Condominium Corporation No. 144 by Bristol Investments Limited, the Declarant and owner of all units and sole member of the Corporation, as witnessed by the signature of its proper officer duly authorized in that behalf and an impression of the corporate seal of the Declarant.

DATED at the City of Halifax, in the County of Halifax, Province of Nova Scotia, this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by BRISTOL INVESTMENTS LIMITED

Per: 
Allen J. Silverman, President

Banking resolution

Be it resolved that:

1. The Company may exercise every power to borrow money and to secure repayment thereof which is conferred upon it by the Companies Act.
2. The Directors may from time to time borrow money from THE BANK OF NOVA SCOTIA (herein called the "Bank") upon the credit of the Company on cheques, promissory notes, bills of exchange or other instruments, whether negotiable or not, or otherwise in such amounts and subject to such terms as may be considered advisable; AND may assign, transfer, convey, hypothecate, mortgage, charge, pledge or make subject to a security interest to or in favour of the Bank any property of the Company, real or personal, moveable or immoveable, present or future, including book debts, unpaid calls, rights, powers, undertaking, franchises and the Company's own debentures, as security for the fulfilment of any liabilities or obligations, present or future, of the Company to the Bank and may empower the Bank or any person or persons to sell by public or private sale, assign, transfer or convey from time to time any such property; AND may sign, make, draw, accept, endorse, execute and deliver on behalf of and in the name of the Company all such cheques, promissory notes, bills of exchange, drafts, acceptances, orders for the payment of money, warehouse receipts, bills of lading, agreements to give security, assignments, transfers, conveyances, hypothecs, mortgages, pledges, securities and other agreements, documents and instruments, whether negotiable or not, as may be necessary or useful in connection with the borrowing of money by and other banking business of the Company.
3. The Directors may authorize any one or more directors or officers of the Company to exercise any of the rights, powers and authorities conferred by this Resolution upon the Directors.
4. The borrowing of money from the Bank from time to time heretofore under the authority of the Directors of the Company and the giving of security therefor are hereby ratified and confirmed.
5. This Resolution shall continue in force as between the Company and the Bank until a Resolution repealing this Resolution shall have been validly passed and confirmed and a copy thereof, duly certified under the seal of the Company, shall have been delivered to the Bank and receipt thereof acknowledged by the Bank.

By-law 3 Registration certificate

FORM 15 CONDOMINIUM ACT

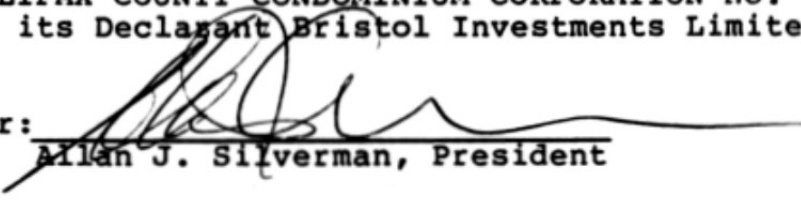
To the Registrar of Condominiums:

Halifax County Condominium Corporation No. 144 hereby certifies that the attached By-Law was made by the members of the Corporation at a meeting held on the 28th day of May, 1990 for the purpose. Members owning 66 2/3 percent of the common elements voted in favour thereof (being the percentage mentioned in the Declaration).

The Corporation further certifies that the By-Law was in all respects made in accordance with this Act, the Declaration and the By-Laws of the Corporation.

Witness the seal of the Declarant on behalf of the Corporation duly affixed by the authorized officer of the Corporation this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by its Declarant Bristol Investments Limited

Per: 

Allan J. Silverman, President

By-law 3 Adoption

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144

ON THE 28TH DAY OF MAY, 1990

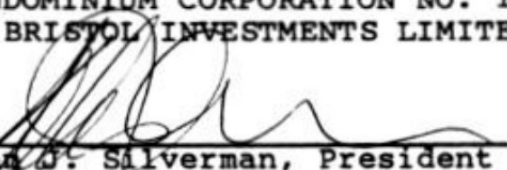
BE IT ENACTED as By-Law Number 3 of Halifax County Condominium Corporation No. 144 (the "Corporation") as follows:

THAT the Management Agreement attached hereto as Schedule "A" be and is hereby approved, and the Officers of the Declarant are hereby authorized to execute the same on behalf of the Corporation.

The foregoing By-Law is hereby made and enacted as By-Law Number 3 of Halifax County Condominium Corporation No. 144 by Bristol Investments Limited, the Declarant and owner of all units and sole member of the Corporation, as witnessed by the signature of its proper officer duly authorized in that behalf and an impression of the corporate seal of the Declarant.

DATED at the City of Halifax, in the County of Halifax, Province of Nova Scotia, this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by BRISTOL INVESTMENTS LIMITED

Per: 
Allan J. Silverman, President

Management Agreement

THIS AGREEMENT MADE THIS 28th day of May, 1990.

BETWEEN:

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144 , a corporation created under the Condominium Property Act, Statutes of Nova Scotia, 1970-71, Chapter 12, (the "CORPORATION"),

OF THE FIRST PART

- and -

PACIFIC MANAGEMENT COMPANY LIMITED, a body corporate, of Halifax, Nova Scotia

OF THE SECOND PART

WHEREAS the Corporation was created pursuant to the provisions of the Condominium Property Act, Statutes of Nova Scotia, 1970-71, Chapter 12, and amendments thereto, (the "Act");

AND WHEREAS the Corporation is desirous of having the Manager manage the property and assets of the Corporation and the Manager is desirous of so doing in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties covenant and agree each with the other as follows:

1. The terms used herein shall have ascribed to them the definitions contained in the Act, the Declaration and the By-laws of the Corporation.
2. Subject to the overall control of the Corporation and to the specific provisions hereof the Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent to manage the property until the earlier of the expiry of a period of three years, commencing on the date of acceptance for registration of the Declaration, or until the termination of the government of the property by the Act, and for the purpose thereof, in the name of the Corporation, to act on its behalf in the carrying out of the duties of the Manager as herein set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.
3. The Manager hereby accepts such appointment and agrees to manage the property on behalf of the Corporation in a faithful, diligent and honest manner and subject to the direction of the Board.
4. The Manager acknowledges that it is familiar with the terms of the Declaration and By-laws of the Corporation, including the Common Element Rules being Schedule "A" to By-law No. 1, accepted for registration pursuant to the Act.
5. The Manager in the performance of its duties hereunder shall:
 - (a) enforce the terms of the Declaration, By-laws and rules and regulations and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;
 - (b) forthwith communicate to all owners the text and import of any further by-laws or rules and regulations;
 - (c) advise and consult with the Board with respect to any further by-laws, rules and regulations which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the property for the common benefit of the owners;
 - (d) prepare and keep current the register referred to in Article XII of By-law No. 1 of the Corporation from information supplied by the Board;

- (e) collect and receive all monies payable by the owners under the Declaration and By-laws, in trust for the Corporation, and deposit them in a separate trust account to be maintained by the Manager and be used to
- (i) make payments of all accounts properly incurred by or on behalf of the Corporation;
- (ii) arrange and pay for insurance in accordance with the provisions of the Declaration and By-laws in amounts directed by the Board;
- (iii) repair and maintain or cause to be repaired and maintained, those parts of the property which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-laws and without limiting the generality of the foregoing, such repair and maintenance shall include all lawns and landscaped areas, snow removal; the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom; keeping all electrical wiring circuits and lighting fixtures in the common elements in good working order; engaging, maintaining and supervising such staff as may be required at all times promptly and efficiently to carry out the foregoing;
- (f) keep proper and accurate accounts of the financial transactions involved in the management of the property and render to the Board quarterly statements of income and expenditures with respect thereto and keep such accounts open for inspection by the Board or any owner or mortgagee of a unit at all reasonable times; the accounts of the Manager as aforesaid such being audited not less than annually by a chartered accountant appointed by the Board, and such audit shall be at the expense of the Board.

6. The duties of the Manager shall not include the duties of the officers of the Corporation set forth in the By-laws, except as specifically otherwise provided in this Agreement.

7. Upon the acceptance for registration of the Declaration and thereafter at least 60 days prior to the beginning of each fiscal year during the term of this contract, the Manager shall furnish to the Board in writing an estimated budget for the following year setting forth by categories the Manager's best estimate of all expenses of the operation of the property for the coming year including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electric charges, and costs of all repairs, renewals, maintenance and supervision of the property. Upon request of the Board or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the property for the then remaining portion of the current fiscal year. The Manager will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the owners under the provisions of the Declaration and By-laws.

8. The Manager will at all times keep the Board and all owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the Declaration, By-laws or rules and regulations, or at any time during the day or night in respect of any emergency at the property and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or any persistent, flagrant or serious violation of the Declaration, By-laws or rules and regulations. It is understood and agreed by the parties hereto that the Manager shall in its discretion determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

9. The Corporation shall:

- (a) pay to the Manager for its managerial services hereunder monthly fees equal to one-twelfth (1/12) of \$1,200.00 which \$1,200.00 annual fee shall form part of the costs of the maintenance and operation of the property and shall become due and payable at the end of each calendar month and may be retained by the Manager out of the monies collected by it. It is understood and agreed that the remuneration payable to the

Manager under this paragraph 9(a) does not include the cost of performing any of the services set forth in paragraph 5(e)(iii) hereof which services shall be an additional charge to the Corporation.

- (b) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation provided that nothing herein contained shall be construed to oblige the Manager to make any such advance.
- (c) except in the case of negligence or wrongful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen, indemnify and save harmless the Manager from and against any and all loss, claims, damages, costs, expenses, and liability due to or arising out of damage or injury to any person or persons or property in or about or in any way connected with the property and assets of the Corporation, or as a result of any action done, or any failure to do any act in carrying out the management of the property and assets of the Corporation, or in following the terms and conditions in this Agreement or any specific instruction or instructions hereafter given, and to defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; provided that nothing contained in this sub-clause hereof shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants contained in this Agreement.
- (d) deliver to the Manager copies of all By-laws and rules and regulations made by the Corporation or the owners.

10. The Manager may engage or use any person, firm or company associated, affiliated or otherwise connected with it, including a parent or subsidiary company, (an "affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties pursuant to the terms and fiduciary relationship with the Corporation subject, however, to the following provisions:

- (a) where the cost of performing such work or services does not exceed the sum of One Thousand Dollars (\$1,000) the Manager shall be entitled to have such work and services performed by such affiliate; and
- (b) any work or services to be performed, the cost of which exceeds the sum of One Thousand Dollars (\$1,000) shall not be performed by any affiliate unless the Manager has either first obtained the approval in writing of the Board or has obtained two written tenders from parties other than such affiliate and has the work performed by such affiliate at a cost not exceeding the lower of such tenders.

11. The Manager may, at its option, terminate this Agreement by giving sixty (60) days' notice in writing to the Corporation to such effect upon termination of the government of the property by the Act, and upon said termination of this Agreement all obligations of the Manager shall cease and the Corporation shall pay to the Manager any moneys due to it up to the date of said termination of this Agreement.

12. The Corporation may terminate this Agreement upon giving sixty (60) days' notice in writing to the Manager to such effect, provided that sixty-six and two-thirds percent (66 2/3%) of the members of the Corporation have noted to authorize such termination by resolution passed at a general meeting of the Corporation duly called and held for that purpose.

13. Any notice, direction or other instrument required or permitted to be given hereunder shall be in writing and shall be sufficiently given if served personally by delivering same to any officer of the Party to be served, or may be given by registered mail postage pre-paid, addressed as follows:

To: Halifax County Condominium Corporation
At: Suite 300
1541 Barrington Street
Halifax, Nova Scotia
B3J 1Z5

To: Pacific Management Company Limited
Suite 300
1541 Barrington Street
Halifax, Nova Scotia
B3J 1Z5

and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

Any party may change its address for service by notice given in the manner aforesaid.

14. Each of the Parties hereto shall make, do and execute or cause to be made, done and executed all such further and other things, acts, deeds, documents, covenants and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.

15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have properly executed these presents as the date and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Paula H. Pickern
Witness)

) HALIFAX COUNTY CONDOMINIUM
) CORPORATION NO. 144
)

) By: [Signature]
)

) And: _____
)

Paula H. Pickern
Witness)

) PACIFIC MANAGEMENT COMPANY LIMITED
)

) By: [Signature]
)

) And: _____
)

By-law 4 Registration certificate

FORM 15 CONDOMINIUM ACT

To the Registrar of Condominiums:

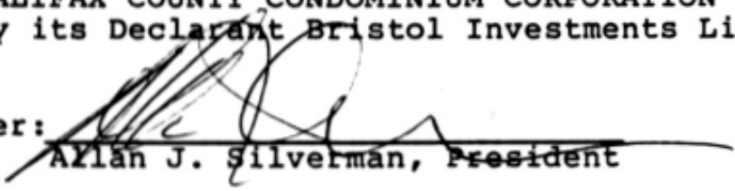
Halifax County Condominium Corporation No. 144 hereby certifies that the attached By-Law was made by the members of the Corporation at a meeting held on the 28th day of May, 1990 for the purpose. Members owning 66 2/3 percent of the common elements voted in favour thereof (being the percentage mentioned in the Declaration).

The Corporation further certifies that the By-Law was in all respects made in accordance with this Act, the Declaration and the By-Laws of the Corporation.

Witness the seal of the Declarant on behalf of the Corporation duly affixed by the authorized officer of the Corporation this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by its Declarant Bristol Investments Limited

Per:


Allan J. Silverman, President

By-law 4 Adoption

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144

ON THE 28TH DAY OF MAY, 1990

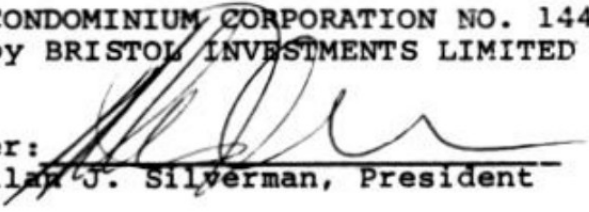
BE IT ENACTED as By-Law Number 4 of Halifax County Condominium Corporation No. 144 (the "Corporation") as follows:

THAT the Insurance Agreement attached hereto as Schedule "A" be and is hereby approved, and the Officers of the Declarant are hereby authorized to execute the same on behalf of the Corporation, and to pay the requisite fee to Central Guaranty Trust Company.

The foregoing By-Law is hereby made and enacted as By-Law Number 4 of Halifax County Condominium Corporation No. 144 by Bristol Investments Limited, the Declarant and owner of all units and sole member of the Corporation, as witnessed by the signature of its proper officer duly authorized in that behalf and an impression of the corporate seal of the Declarant.

DATED at the City of Halifax, in the County of Halifax, Province of Nova Scotia, this 28th day of May, 1990.

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144
by BRISTOL INVESTMENTS LIMITED

Per: 
Allan J. Silverman, President

Insurance Trust Agreement

THIS AGREEMENT made this 24th day of July A.D., 1990.

BETWEEN:

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 144

a corporation created under the Condominium Act,
(the "Corporation")

OF THE FIRST PART

- and -

CENTRAL GUARANTY TRUST COMPANY, a body corporate under the laws of Canada,
(the "Trustee")

OF THE SECOND PART

WHEREAS the Declaration, the acceptance of which for registration created the Corporation (the "Declaration") provides that the Board of Directors of the Corporation (the "Board") on behalf of the Corporation shall enter into an agreement with an Insurance Trustee, which agreement shall, without limiting its generality, provide for the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed an amount equal to Five Thousand Dollars (\$5,000.00) the holding by the Insurance Trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the Insurance Trustee of such proceeds in accordance with the provisions of the Insurance Trust Agreement;

AND WHEREAS the parties hereto are desirous of entering into this agreement for the purpose in the said Declaration hereinbefore set forth, on the terms and conditions hereinafter set forth;

AND WHEREAS all necessary resolutions have been passed by the Board and all other proceedings taken and conditions complied with to authorize the execution and delivery by the Corporation of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto do hereby covenant and agree to and with each other as follows:

1. Words and expressions which are used or defined in the Act, the Regulations made under the Act, Declaration, or By-laws of the Corporation, have the same meaning herein as they have therein, unless otherwise defined herein or unless the context otherwise requires.
2. The Corporation hereby appoints the trustee as Insurance Trustee to perform the duties of the Insurance Trustee as more particularly set out in the Declaration.
3. The Trustee hereby accepts such appointment as Insurance Trustee and hereby agrees with the Corporation to carry out and perform its duties hereunder in a faithful, diligent and honest manner.
4. The Trustee hereby acknowledges that it is familiar with the provisions of the Act and the Declaration and acknowledges having received a Notarial copy of the Declaration.
5. All insurance proceeds, providing they exceed Five Thousand Dollars (\$5,000.00) for any one Loss, shall be received by the trustee and shall be held by it, in trust, and paid in accordance with the following terms and conditions:

(1) In the event of:

- (a) Damage to the building, if the Trustee received a certificate duly executed by the President or Vice-President and the Secretary of the Corporation certifying:
 - (i) that the loss exceeds \$5,000.00; and
 - (ii) that the Board has determined that the damage is such that the cost of repairs is less than 25% of the value of the building immediately prior to the occurrence; or
 - (iii) that the Board has determined that there has been substantial damage to the extent that the cost of repair is or exceeds 25% of the value of the building immediately prior to the occurrence;
- (b) Damage to the property, excluding the building, and units;

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Board accompanied by the following:

- (i) A certificate signed by the President or Vice-President and the Secretary of the Corporation dated not more than thirty (30) days prior to such request and countersigned by the Architect or engineer, if any, employed by the Board in connection with such repairs, setting forth the following:
 - (a) That the sum then requested either has been paid by the Board or is justly due to contractors, sub-contractors, materialmen, engineers, architects, or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made on the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate.
 - (b) That except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for Labour, wages, materials, supplies or services in connection with such repairs which, if unpaid, might become the basis of a mechanics' Lien, by reason of such repair to the building or any part thereof.
- (ii) An opinion of a Solicitor, acting for the Corporation or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the building or the property, or any part thereof, any mechanics' Lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of repairs of the building as aforesaid, shall be paid over by the Trustee to the Corporation.

- (2) If, upon the receipt of any certificate referred to in paragraph 5(1) of this Agreement, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Board shall be so notified by the Trustee, and the Board shall further notify, in writing, the Trustee, as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.
- (3) In the event of damage to the building, if the Trustee received a certificate duly executed by the President or Vice-President and the Secretary of the Corporation, certifying that the Board has determined that there has been substantial damage to the extent that the cost of repair is or exceeds 25% of the value of the building immediately prior to the occurrence, but owners who own 80% of the common elements have not voted for repair within sixty (60) days of such determination, and that there is termination in accordance with the provisions of Section 36 of the Act, or otherwise, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it to the owners of the units in the proportion of their respective common interests, it being understood that the Trustee in making distribution to unit owners may rely upon a

certificate made by the President and Secretary of the Corporation as to the names of the unit owners and their respective common interests.

- (4) Notwithstanding anything to the contrary herein contained, any proceeds payable by the Trustee to the owners in accordance with the provisions of this paragraph shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance and in satisfaction of the amount due any Liens registered by the Corporation against any such units.
- (5) The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by on account of the proceeds of any insurance nor shall it be under any obligation to take any steps to enforce the payment thereof to it.
- (6) The Board shall be promptly notified of any proceeds of any insurance deposited with the Trustee on behalf of the Corporation and the Trustee shall be under no obligation to make any payments specified in this Agreement except out of the proceeds of insurance held in trust for the Corporation.
- (7) The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any Loss, cost or damages which may result from anything done or omitted to be done by such Trustee, hereunder, except in the case of negligence or bad faith.
- (8) Certain provisions of this Agreement are for the benefit of the mortgagee or mortgagees of the condominium units and all such provisions are covenants for the benefit of any mortgagee or mortgagees of a unit and may be enforced by such mortgagee or mortgagees.
- (9) (a) At any time hereafter the Board or its successors shall have the sole and unrestricted right to terminate this Agreement by written notice to the Trustee and upon delivery to the Trustee of a duplicate original agreement between the Board or its successors and a Trust Company registered to carry on business in Nova Scotia and having a capital, surplus and undivided profits of One Million Dollars (\$1,000,000.00) or a Chartered Bank, or such corporation as the Board in its discretion may deem advisable in the event that the Board is unable to enter into such agreement with such Trust Company or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee, in the place of the Trustee herein. Following such termination and upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited to it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.
- (b) The Trustee may at any time resign from its duties hereunder by giving to the Board or its successors, not less than sixty (60) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor Trustee, as hereinafter provided) shall cease. Following such resignation and upon payment to the Trustee of all fees and charges due to it hereunder, and upon delivery to it of a duplicate original agreement between the Board or its successors, and another Trust Company registered to carry on business in Nova Scotia and having a capital, surplus and undivided profits of One Million Dollars (\$1,000,000.00) or a chartered Bank, or such Corporation as the Board in its discretion may deem advisable in the event that the Board is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee in the place of the Trustee herein, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.
- (10) This Agreement shall not be modified or amended without the consent of the parties hereto and all parties having registered mortgages against the property or any part thereof. Any amendments to the Declaration or By-laws shall be communicated to the Trustee by the Board.
- (11) Any certificate, declaration, direction, notice or other instruments in writing required or permitted pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post, in the case of the

Corporation addressed to Halifax County Condominium Corporation No. 144, c/o its registered agent, , and in case of the Trustee addressed to 5415 Spring Garden Road, Halifax, Nova Scotia, 23J 3J1, or at such other address or addresses as the Corporation or the Trustee may indicate in writing to the other from time to time.

Such certificate, declaration, direction, notice or other instruments in writing shall be deemed to have been received on the business day next following the date of such mailing.

- (12) The Corporation shall pay the Trustee's fees and charges for acting hereunder as such Trustee.
- (13) This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns.
- (14) This Agreement shall not be assignable by the Trustee without the prior written consent of the Board.
- (15) The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this Agreement and affixed their corporate seals by the hands of their proper officers in that behalf duly authorized, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Paula H. Pickersen

[Signature]

**HALIFAX COUNTY CONDOMINIUM
CORPORATION NO. 144**

Per: [Signature]

Per: _____

CENTRAL GUARANTY TRUST COMPANY

Per: [Signature]

Per: [Signature]

PART 03

Common Element Rules

Schedule A to By-law 1

EDITORIAL NAVIGATION

These are the common element rules attached to By-law 1 as Schedule A. They have been moved into a separate visual section for navigation only and remain identified as Schedule A to By-law 1.

The original text contains rules 1-15. The 2018 amendment on page 63 adds rule 16 concerning smoking, vaping and cannabis. Read the original rules together with that amendment.

Other restrictions also appear in the Declaration and By-law 1, including Article XIII. This section is not an exhaustive list of occupancy restrictions.

Original Rules 1-15	58
Certification of the Initial Rules	59
2018 Amendment: Rule 16 and Article XIII	63
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Source pages 40-41 appear on reference pages 58-59.

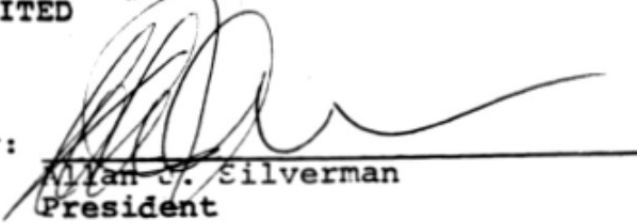
By-law 1 Schedule A Common element rules

ENACTED THE 28TH DAY OF MAY, 1990

- (1) The sidewalks, walkways, passages and driveways, shall not be obstructed or used for any other purpose than ingress and egress from the units and parking areas within the common elements.
- (2) Motor vehicles other than private passenger vehicles shall not be parked in any parking space within the common elements.
- (3) No motor vehicle shall drive on any part of the common elements other than on a driveway or parking space provided for the purpose.
- (4) Tents, boats, snowmobiles, trailers, mechanical toboggans, machinery or equipment of any kind shall not be parked, placed, located, kept or maintained on any part of the common elements unless the owner of the same shall have first received in writing the consent of the Board or the Manager.
- (5) Repairs to motor vehicles or automobiles, snowmobiles, trailers or boats shall not be carried out on the common elements.
- (6) A private passenger vehicle which is not being used from day to day or which is undergoing repairs of any nature, shall not be parked or located upon the common elements or any part thereof and all automobiles may only be parked in locations properly paved and provided for them.
- (7) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower-beds.
- (8) The lands, gardens, walks and other external common elements shall be used in a quiet and proper manner and with due regard to the comfort and convenience of other owners.
- (9) No stores of coal or any combustible, inflammable or offensive goods, provisions, or materials shall be kept on any part of the common element.
- (10) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements without the prior written consent of the board.
- (11) No part of the common elements including limited common elements shall be used for the erection, placing or maintenance of clothes-lines, incinerators, garbage disposal equipment, fences or other barriers, or for the disposal of rubbish, garbage or waste without the prior written consent of the board.
- (12) No television antennae, aerial or tower and appurtenances thereto shall be erected on any part of the common elements.
- (13) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the common elements without the prior written consent of the board.
- (14) No owner, occupant or guest shall do anything that will be noisy or offensive in the common elements, so as to interfere with the enjoyment by any owner of the common elements or his unit.
- (15) The parking spaces designated in the Declaration and Description as limited common elements appurtenant to a specified unit shall be used only by the member owning the unit or by a person authorized by that member.

I HEREBY CERTIFY that the foregoing are the initial Common Element Rules as referred to in By-Law Number One of Halifax County Condominium Corporation No. 144

HALIFAX COUNTY CONDOMINIUM CORPORATION
No. 144, by BRISTOL INVESTMENTS
LIMITED

Per: 

Allan C. Silverman
President

PART 04

Amendments

1998 and 2018 Amendment Documents

EDITORIAL NAVIGATION

The amendment documents are reproduced separately and must be read with the provisions they amend. Their wording, dates and certification details are unchanged.

1998: Changes the number of directors in Article IV of By-law 1 from five to three. The original provision appears on page 30.

2018: Amends Article XIII of By-law 1 and adds rule 16 to Schedule A. The original Article XIII appears on pages 39-40; the original rules appear on page 58.

1998: Registration Certificate	61
1998: Number of Directors	62
2018: Smoking, Vaping and Cannabis	63

Source pages 57-59 appear on reference pages 61-63.

1998 amendment Registration certificate**CONDOMINIUM ACT****TO THE REGISTRAR OF CONDOMINIUMS:**

HALIFAX COUNTY CONDOMINIUM CORPORATION No. 144 hereby certifies that the attached By-Law To Amend By-law No. 1 was made by the members of the Corporation at a meeting held on the day of 1998. 24 Members November, owning 66 2/3% of the common elements voted in favour thereof (being the percentage required by the *Condominium Act* and the Declaration).

The Corporation further certifies that the By-Law was in all respects made in accordance with the Act, the Declaration and the by-laws of 24 the Corporation.

November,

WITNESS the seal of the corporation duly affixed by the authorized officer of the Corporation this 24 day November, of 1998.

**HALIFAX COUNTY CONDOMINIUM
CORPORATION No. 144**

PER: 

1998 amendment Number of directors

BE IT RESOLVED THAT that following be and the same is hereby adopted as a by-law of Halifax County Condominium Corporation #144.

1. Section 1 of Article IV of By-law No. 1 respecting the number of members of the Board of Directors of the Corporation is amended by deleting the word, numeral and symbol "five (5)" in the fourth line thereof and substituting therefore the word, numeral and symbol "three (3)".

THIS IS TO CERTIFY THAT the By-law of which the foregoing is a true copy was duly passed by members of the Halifax County Condominium Corporation #144 at a meeting held on the 24 day of November , 1998 and that members owning 66 2/3% of the common elements voted in favour thereof.

HALIFAX COUNTY CONDOMINIUM CORPORATION

PER: _____

2018 amendment Smoking vaping and cannabis

Resolution to Amend By-Law Number 1, made by Halifax County Condominium Corporation No. 144 (the "Corporation") on the 28th day of May, 1990:

WHEREAS the Corporation is authorized by Section 5.01 of the Declaration, by vote of members who own sixty-six and two-thirds percent (66 2/3%) of the common elements, to make by-laws governing, among other things, the use of Units for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and other Units, and the use of the Common Elements;

AND WHEREAS the Corporation wishes to amend By-Law Number 1 to prohibit all forms of smoking and vaping on the property of the Corporation, including the Units, Common Elements, and Limited Common Elements;

AND WHEREAS the Corporation wishes to amend By-Law Number 1 to also prohibit the growing of cannabis on the property of the Corporation, including the Units, Common Elements, and Limited Common Elements;

NOW THEREFORE be it resolved that the Corporation adopts the following amendment to By-Law Number 1 effective October 17, 2018:

1. Article XIII of By-Law Number 1 (Provisions Respecting the Use and Occupation of Units) is amended by adding the following sentences to paragraph (1) after the first sentence:

All forms of smoking and vaping, as well as the cultivation of marijuana plants, are prohibited in the units and in/on the limited common elements (including parking spaces, patio areas and balconies), subject to the requirements of the Nova Scotia Human Rights Act. "Smoking" shall include the inhaling, exhaling, burning or carrying of lighted tobacco or cannabis.

2. Schedule "A" to By-Law Number 1 (Rules and Regulations Governing the Use of the Common Elements) is amended by adding the following paragraph (16) after paragraph (15):

(16) All forms of smoking and vaping, as well as the cultivation of marijuana plants, are prohibited on all parts of the common elements, subject to the requirements of the Nova Scotia Human Rights Act. "Smoking" shall include the inhaling, exhaling, burning or carrying of lighted tobacco or cannabis."

CERTIFICATION The undersigned does hereby certify that the foregoing is a true and complete copy of the Resolution of the Corporation to amend By-Law Number 1, and that 90% of the Owners of the Common Elements voted in favour of the Resolution to amend By-Law Number 1 as set out herein.

Dated the 24th day of October, 2018.

Bettina Quistgaard

Secretary

Board of Directors, HCCC #144