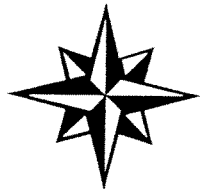


By-Laws

Halifax County Condominium Corporation No. 289

Provident Holdings Limited



The Village at Fisherman's Cove

Eastern Passage
Halifax Regional Municipality
Nova Scotia

CORPORATION BY-LAWS

TO: The Registrar of Condominiums:

PROVIDENT HOLDINGS LIMITED as the Declarant of Halifax County Condominium Corporation No. 289, hereby requests that the attached Bylaws be accepted for registration as the Bylaws of the Corporation.

The Declarant certifies that the Bylaws were in all respects made in accordance with the *Condominium Act* and the Corporation's Declaration.

WITNESSES the signature and seal of the Declarant on the *15* day of *December*, 2005.

PROVIDENT HOLDINGS LIMITED

Per: 

John D. Greenough, President

November 21, 2005

BY-LAWS

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BY-LAW NUMBER ONE

A BY-LAW MADE BY HALIFAX COUNTY CONDOMINIUM
CORPORATION NO. 289

on the 15 day of December, 2005.

BE IT ENACTED as By-law Number One of Halifax County Condominium Corporation No. 289 (the "Corporation") as follows:

ARTICLE 1

DEFINITIONS

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

1. **Act** means the *Condominium Act*, Revised Statutes of Nova Scotia, 1989, Chapter 85, and amendments thereto and Regulations made pursuant thereto.
2. **Board** means the Board of Directors of the Corporation.
3. **Corporation** means Halifax County Condominium Corporation No. 289 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 at Halifax and all amendments thereto.
6. **Description** means the Description respecting the land filed with the Declaration.
7. **Land** means the freehold land described in the Description.
8. **Members** means the Owners from time to time.
9. **Termination** means the termination of the government of the property by the Act and includes termination as a result of damage.

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. The secretary shall be responsible for the custody of the corporate seal.
2. **Office.** The office of the corporation shall be at the offices of the Declarant, 200 - 200 Waterfront Drive, Bedford, NS B4A 4J4, or such other address within the County of Halifax, in the Province of Nova Scotia as the Board may notify its members from time to time in writing.
3. **Fiscal Year.** The fiscal year of the corporation shall end on the 31st day of December in each year or on such other date as the Board by resolution may determine.
4. **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 audited statements with respect thereto;
 - (c) Within ninety (90) days after the end of each fiscal year to deliver or mail to each Owner, the Registrar of Condominiums, 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 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 and suitably decorated and to maintain the same in appearance including, without limiting the generality of the foregoing, clipping, edging, mowing, and such similar gardening and landscaping services but specifically excluding, nevertheless, the limited common elements appurtenant to the Units as referred in Section 7.03 of the Declaration for this Condominium Corporation;
- (h) To purchase electricity, water and other public utilities for use in the common elements;
- (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;
- (k) To provide to the units water.

5. **Powers of the Corporation.** The powers of the Corporation include, but shall not be limited to the following:

- (a) All things reasonably necessary for the performance of the duties under the Act, the Declaration, the By-laws and the Common Element rules and generally to manage the property and the assets of the Corporation; and
- (b) Employing and dismissing any and all personnel necessary to carry out the duties and the powers of the Corporation and for the maintenance and operation of the common elements; and
- (c) Adoption and amendment of rules and regulations concerning the operation and the use of the property; and
- (d) Employing a manager, at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize subject to ratification by a By-law of the Corporation; and
- (e) Obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, in such manner as the Board may deem reasonable; and
- (f) Investing reserves held by the Corporation provided that such investments shall be those permitted by the Trustee Act, Chapter 479, R.S.N.S. 1989 and amendments thereto and convertible into cash in not more than ninety (90) days; and

- (g) Settling, adjusting, compromising or referring to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation; and
- (h)
 - (i) Borrowing money from a chartered bank or other lending institution (herein called the "Bank") upon the credit of the Corporation on cheques, promissory notes, bills of exchange or otherwise in such amounts and subject to such terms as may be considered advisable; AND may assign, transfer, convey, hypothecate, mortgage, charge or pledge to or in favour of the Bank any property of the Corporation, real or personal, moveable or immovable, present or future, including book debts, unpaid calls, rights, powers, undertaking, franchises and the Corporation's own debentures, as security for the fulfilment of any liabilities or obligations, present or future, of the Corporation to the Bank and may empower the Bank or any person or persons to sell by public or private sale, assign, transfer or convey from time to time any such property; AND may sign, make, draw, accept, endorse, execute and deliver on behalf of and in the name of the Corporation all such cheques, promissory notes, bills of exchange, drafts, acceptances, orders for the payment of money, warehouse receipts, bills of lading, agreements to give security, assignments, transfers, conveyances, hypothecs, mortgages, pledges, securities and other agreements, documents and instruments as may be necessary or useful in connection with the borrowing of money by and other banking business of the Corporation, provided that the authority of the Directors to exercise any of the powers given herein is subject always to the approval of the Unit Owners representing 66 2/3% of the Common Elements, for each individual borrowing or other exercise of powers herein, being obtained at a meeting to be called for the purpose of obtaining such approval.
 - (ii) Authorizing any one or more directors, officers, employees or agents of the Corporation to exercise any of the rights, powers and authorities conferred by this By-law upon the Directors.
- (i) Purchasing, hiring, or otherwise acquiring property for use by the Unit Owners in connection with their enjoyment of the common elements, and for use in the management and maintenance of the common elements and the property. The Corporation may purchase a Unit or Units upon such terms and conditions as the Board of Directors may determine from time to time and without limiting the generality of the foregoing, the power to acquire a Unit for use by the caretaker or manager of the building and may give security by way of a loan, pledge, mortgage or debenture to encumber the Unit(s) to the full extent of its purchase price and any two members of the Board of Directors may be empowered to execute such security documentation; and
- (j) Making any agreement with any unit Owner or occupier of a unit for the provision of amenities or services or payment of the same; and
- (k) 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.

- (l) The Corporation shall have the ability and power to grant to any Unit Owner the right to exclusive use and enjoyment of any part of the Common Elements as the Board of Directors may determine from time to time.
- (m) The Corporation may upon a vote of Unit Owners representing 66 2/3% of the Common Elements, at a general meeting or duly convened special meeting levy an assessment against all members for such purposes as may be deemed prudent and for the benefit of the Corporation, and may provide a date by which any such assessment is payable. Should any such assessment not be paid when due it shall form a lien against the unit of the member who has not paid and is collectable in accordance with the Provisions of the S.31 of the Act.

6. **Board of Directors**

(a) **Number**

The affairs of the corporation shall be managed by the Board of Directors and until changed by way of a Declaration Amendment the number of members of the Board of Directors of the Corporation shall be not less than three (3) nor more than six (6).

(b) **Quorum**

A majority of directors shall constitute a quorum at any meeting of the Board of Directors. Notwithstanding vacancies the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

(c) **Qualification of Members of the Board**

Any person who is a member of the Corporation, is qualified to be elected as a Director of the Corporation provided that each Director shall be 19 years of age or more. If a Unit has more than one owner, only one such owner may be a member of the Board at any given time.

(d) **Nomination, Election and Term**

Within seven (7) days of the acceptance of the Declaration and the Description for registration, the Declarant shall appoint three (3) persons who shall constitute the Board of Directors until the first meeting of the members of the Corporation is held, at which meeting the members shall elect not less than three (3) nor more than six (6) new directors including among their number, a President, a Vice-President, a Secretary and a Treasurer. The original directors appointed by the Declarant shall be eligible for re-election at the said meeting provided that they otherwise qualify as directors of the Corporation. Notification of the members of the Board and any subsequent changes shall be provided to the Registrar of Condominiums and the Registrar of Joint Stock Companies as they occur.

All directors shall hold office for a term of one (1) year and notwithstanding that their term of office may have expired, all directors may continue to act until their successors are elected.

Any person qualified to be a director may nominate himself or herself as a candidate to be considered at any time. The members of the Corporation elect or re-elect members of the Board at any annual meeting of the members of the Corporation by giving notice of the nomination in writing to the Corporation no less than five (5) days prior to the said meeting. If notice of the meeting has been waived by the members the notice of the nomination must be given in writing to the Corporation at the earliest reasonably possible time prior to such meeting but in any event before commencement of such meeting.

(e) **Removal of Directors**

The members may, by resolution passed by a majority vote at a meeting of the members called for such purpose, remove any director before the expiration of his term of office, and may elect a person in place of any director who has been removed to hold office for the remainder of his term.

(f) **Filling of Vacancies**

Any vacancy occurring in the Board of Directors shall be filled for the remainder of the term of office of the retiring director by the members at a general meeting.

(g) **Calling of Meetings**

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

(i) **Regular Meetings**

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

(ii) **Adjourned Meeting**

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

(iii) **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.

(h) **Interest of Directors in Contracts**

No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or company in which any director is in any way interested be voided, nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or by reason of the fiduciary relationship thereby established; provided that the director complies with the provisions of paragraph 6(h)(i) of this Article II.

(i) **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 with the corporation to declare such interest and to refrain from voting in respect thereto; provided that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by three or more directors.

(ii) **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 for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the corporation are 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 are 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.

(i) **Indemnity of Directors and Officers**

Every director or officer of the Corporation and his heirs, executors, and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

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

(j) **Fidelity Bonds**

The Board may require that all directors, officers and employees of the Corporation handling or responsible for the Corporation's moneys or securities shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE III

MEETING OF MEMBERS OF THE CORPORATION

1. **First Meeting.** A meeting of the members shall be held within thirty (30) days after 51% percent of the Units have been sold in Phase 1 and the conveyances thereof delivered.
2. **Annual Meetings.** The first annual meeting shall be held not later than the fifteen (15) 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 (15) 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 percent (25%) of the common elements and delivered to the Secretary of the Corporation, convene a general meeting within fifteen (15) days of receipt of such petition.

6. **Notice of Meetings.** A written notice of every general meeting and annual meeting specifying the day, the hour and the place of meeting, together with a copy of the proposed Agenda of the business to be transacted thereat shall be given to all members of the Corporation, and to all Mortgagees who have notified the Corporation of the registration of their Mortgages, at least Ten (10) days (exclusive of the day of delivery or mailing of the notice, but inclusive of the day for which notice is given) before the date of the meeting. Notice shall be deemed to have been sufficiently given if served personally upon the person for whom it is intended, or by facsimile, or mailed by ordinary mail, postage prepaid, to each member addressed to them at their respective Units, or such other address or addresses as they may indicate in writing to the Corporation from time to time, and to all Mortgagees at the last address of the Mortgagee as known by the Corporation. Notices may be signed by either the President, the Vice-President, or the Secretary or such other officer or person as the Board may from time to time appoint for that purpose. The date of receipt of any such notice shall be deemed conclusively, to be the day of service if such notice is served personally, or if mailed, the third regular business day after such date of mailing.

Notice of any meeting, or any irregularity in any notice thereof, may be waived by any member or Mortgagee. Any error or omission in giving notice of any meeting shall not invalidate such meeting or make void any proceedings taken at the meeting and any member or Mortgagee may at any time waive notice of such meeting and ratify, approve and confirm any and all proceedings taken or had thereat.

7. **Quorum.** At any meeting of members of the Corporation a Quorum shall be constituted when persons entitled to vote and owning not less than thirty percent (30%) of the common elements are present in person or represented by proxy at such meeting and not fewer than three (3) persons entitled to vote are present in person.
8. **Adjournment for Lack of Quorum.** If within thirty (30) minutes after the time appointed for the holding of any meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at such place and time as the Board shall determine. Notice of the time and place of the adjourned meeting shall be given not less than three (3) days prior to the convening of such meeting in the same manner as notices for all other meetings except as to the time of notice. If, at the adjourned meeting a quorum is still not present within thirty (30) minutes from the time appointed for the meeting, then the members or persons entitled to vote who are present in person or represented by proxy at such meeting shall be deemed to constitute a quorum, and may transact all business which a full quorum might have done.
9. **Voting.** Votes may be made either personally or by proxy. At all meetings any question shall be decided by a show of hands unless a poll is demanded by a person entitled to vote who is present in person or by proxy. The President may still require, or any person entitled to vote who is present in person or by proxy may still demand a poll thereon. Unless a poll is so required or demanded, a Declaration by the President that the vote upon such question taken by a show of hands has been carried, or carried by a particular majority or not carried shall be prima facie evidence of the fact, without proof of number or proportion of votes recorded in favour of or against such question, and the result of the vote so taken shall be the decision of the Corporation.

10. **Polls.** If at any meeting of members a poll is demanded and not withdrawn it shall be taken in the manner as the President directs. The result of a poll shall be deemed to be the resolution of the issue for which the poll was requested.
11. **Equality of Votes.** In case of an equality in the votes, whether on a show of hands or on a poll, the President of the meeting is entitled to a casting vote in addition to his original vote.
12. **Number of Votes.** On a show of hands, each member present in person or by proxy shall have one vote. If any person present is representing himself, as well as one or more proxies, he shall be entitled to one vote for each person he is representing including himself. In the event that a poll is demanded, the votes shall be counted in accordance with the voting allocations as designated in Schedule "C" of the Declaration for Halifax County Condominium Corporation No. 289.
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. The instrument appointing a proxy shall be signed by the appointer, or his attorney authorized in writing, or if the appointer is a Corporation, either under its corporate seal or under the hand of an officer or attorney so authorized. A proxy may be general or for a particular meeting or restricted to a particular purpose and shall be deposited with the secretary of the meeting before any vote is cast under its authority. Any proxy may be revoked by notice in writing filed with the secretary before the time of the meeting or by the appointer's attendance at the meeting.
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 in the absence of the other or others may vote but if more than one of them is present or represented by proxy, they shall vote in the same way, failing which the vote for such Unit shall not be counted, all to the intent that each Unit shall have one vote each which shall not be split.

Provided that in relation to a mortgage holder, only a mortgagee in possession is eligible to vote as set out herein.

15. **Representatives.** An executor, administrator, committee of a mentally incompetent person, guardian, trustee, or other person acting pursuant to section 37(3) or (4) of the Act (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) shall upon filing with the Secretary of the meeting sufficient proof of his appointment, represent the Owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member represented. 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 is in possession and 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 to the mortgagee and, the notice must confirm that the mortgagee is mortgagee in possession 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 percent (25%) of the common elements are subject to first mortgages held by the same first mortgagee, then the Corporation shall deliver to such first mortgagee, if it so requests in writing, a copy of the minutes of all meetings of the Board and of all meetings of the members of the Corporation.

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.

ARTICLE IV

BANKING ARRANGEMENTS AND CONTRACTS

1. **Banking Arrangements.** The banking business of the Corporation or any part thereof shall be transacted with such Bank or Trust Company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by 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 accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such 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 contracts or obligations within the scope of any management agreement entered into by the corporation may be executed on behalf of the corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained by the by-laws of the corporation the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, mortgage, transfer, contract or obligation or any class of deeds, mortgages, transfers, contracts or obligations of the corporation may or shall be signed.

ARTICLE V

DUTIES OF THE DECLARANT

The Declarant shall perform all the duties of the Corporation set forth in this by-law up to the date of appointment of directors by the Declarant provided for in paragraph 4 of Section 14 of the Declaration for Halifax County Condominium Corporation No. 289, or until the first general meeting, whichever first occurs, and thereafter the corporation shall assume all of its duties as herein set forth; and the Declarant shall prepare and adopt a budget for the corporation for the period from the date of registration of the Declaration and Description until the first fiscal year end, subject to revision pursuant to paragraph 7 of Article VII of these by-laws.

ARTICLE VI

MANAGEMENT OF THE PROPERTY

Notwithstanding clause (e) of paragraph 4 of Article II 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 VII

ASSESSMENT AND COLLECTION OF CONTRIBUTIONS

TOWARDS THE COMMON EXPENSES

1. **Assessment.** All expenses, charges, and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the Owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all Owners promptly in

writing of the amount of common expenses payable by each of them respectively and shall deliver copies of each budget on which such common expenses are based to all Owners and mortgagees entered on the register.

2. **Annual Budget.** The Board shall, at least thirty (30) days prior to the commencement of each fiscal year prepare a budget for the Corporation and determine by estimate the amount of common expenses for the next ensuing fiscal year. The Board shall allocate and assess such common expenses as set out in the budget for such period among the Owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration. In addition to all expenses, charges and costs in the maintenance, repair and replacement of the common elements and any other common expenses, charges or costs, which the Board may incur or expend and shall be included in the annual budget provisions for the following:
 - (a) **A Contingency Fund,** which fund shall be used and applied from time to time towards meeting the deficits and such other common purposes as the corporation may deem necessary; and
 - (b) **A Reserve Fund,** which shall include moneys received to be accumulated in the Reserve Fund as provided for in paragraph 4 of this Article and to be used or expended for major maintenance items, which occur less frequently than annually and for major items of repair or replacement made necessary by damage, deterioration, or obsolescence.
3. **Contingency Fund.** Upon the purchase of each Unit from the Declarant, or at any time thereafter at the request of the Corporation, each Owner shall deposit with the Corporation, or as the Corporation may otherwise direct, an amount equal to three times the monthly assessment relating to each Owner's Unit for the year in which such deposit is requested. Such amount shall be held, together with the amounts similarly deposited by other Unit Owners, as a Contingency Fund for common expenses and shall be used and applied from time to time towards meeting the deficits and such other common purposes as the corporation may deem necessary, but not amounts to be expended from the Reserve Fund.
4. **Reserve Fund.** The Reserve Fund shall be established and maintained at a level required by the Reserve Fund Study, or any updated Reserve Fund Study, and in accordance with the requirements of s.31 of The Condominium Act.
5. **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 a sale by the Owner, such Owner shall not be entitled to any refund of the whole or any part of the contribution or deposits made from time to time by him to the Contingency Fund or Reserve Fund, but all his interest in the unexpended portion of each of the said Funds, if any, shall be transferred and shall enure to the benefit of the purchaser of the Unit with whom the Owner will make any necessary adjustments.
6. **Copies of Budget and Notices of Assessment.** A copy of the budget for the ensuing fiscal year, together with a notice showing the amount assessed to each Owner for such year for common expenses, shall be delivered or mailed by first class mail, postage prepaid, to each Owner, and to each mortgagee who has notified his interest to the

corporation, not 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 post-dated cheques covering the payments due by each Owner during the ensuing twelve months and such cheques shall be deposited as they become payable. 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.

7. **Revised 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 the fiscal year and thereafter monthly contributions shall be determined and paid on the basis of such revised budget.
8. **Special Assessments.** If at any time, the Board shall determine that the annual assessment contribution is inadequate, and that a revised assessment pursuant to Paragraph 7 of this Article, is inadequate to meet the Board's requirement, then the Board may declare a Special Assessment and present the Special Assessment to the members to be voted on as set out in the Act. Once approved the Board shall send to each owner and to each mortgagee who has notified his interest to the Corporation a request for payment of the Special Assessment on terms as determined by the Board and approved by the members and the said Special Assessment shall be paid by the owners as a contribution to the common expenses of the Corporation as set out in the Declaration.
9. **Moneys on Deposit.** All moneys of the corporation, except petty cash on hand or moneys invested, shall be kept on deposit in a chartered bank or trust company carrying on business in the Province of Nova Scotia.
10. **Conveyance of Unit.** 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.
11. **Statement of Account.** Within ten (10) days following written application therefor, the Board shall furnish any Owner or mortgagee, or any person authorized in writing by either of them, with a statement as of the first day of the month in which such request is made setting forth the following:
 - (a) any assessments unpaid or payable as of such date, together with accrued interest thereon;
 - (b) any accelerated monthly contributions remaining unpaid or payable as of such date;

- (c) the amount outstanding in a reserve fund and contingency fund contributed or deposited or required to be contributed or deposited by the Unit Owner.
12. **Inspection of Books.** Upon written application therefor, the Board shall make the books of account and account records available at all reasonable times for inspection by an Owner, or a mortgagee or any person authorized in writing by either of them.
13. **Collection.** The Corporation shall take all necessary steps to enforce the payment of each Owner of all unpaid assessments, monthly contributions and all other amounts owed by him to the corporation.
14. **Estoppel 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, in compliance with the requirements of the Condominium Act, which has been signed by two officers of the corporation under its corporate seal, or by the General Manager or by such other firm or person as may be authorized by Resolution of the Board shall be binding upon the corporation and all other Owners and it and they shall be estopped from denying the accuracy of such certificate against such mortgagee, purchaser or other person dealing with the Owner; but this shall not prevent the enforcement against the Owner of all obligations of the Owner whether or not improperly stated in such certificate.
15. **Default in Payment of Assessment:**
- (a) In the event that payments required under the provisions of this Article VII are in arrears, they shall bear interest at the rate of 2% per annum above the prime lending rate of the Bank with which the Corporation conducts its main banking until paid in full. The owner shall be responsible to the corporation for payment of a fee for each cheque returned not sufficient funds (nsf) to the corporation, as determined from time to time and established by the Board of Directors of the Corporation;
- (b) In addition to any remedies or liens provided by the Act, if any Owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between solicitor and client.

ARTICLE VIII

DEFAULT

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

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

ARTICLE IX

RECORDS

The Board shall cause to be kept the following records:

- (a) A set of architectural plans and specifications of the building and of all alterations in the building made by the corporation or by an Owner; and
- (b) A log of all communications or complaints from Owners relating to the duties of the corporation and of the action taken; and
- (c) Minutes of all meetings of the Board; and
- (d) Minutes of all meetings of members of the Corporation; and
- (e) Financial records and books of 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; and
- (f) A Unit Ownership register showing the names of the Owners, as notified to the Corporation, the addresses for service of the Owners, the proxies from time to time in force, and the names and addresses for service of all mortgagees who from time to time give notice of registration of their mortgages to the corporation.

All such records shall be available for inspection at reasonable hours by all Owners and mortgagees.

ARTICLE X

PROVISIONS RESPECTING THE USE AND OCCUPATION OF UNITS

In addition to the provisions of the Declaration, the use and occupation of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No laundry shall be hung other than on the inside of a Unit;
- (b) No screens, awnings or shades shall be erected over and outside of the windows, nor shall any garments, rugs, flower pots, or other articles be hung or placed on the window sills, railings and other external parts of the Unit without the prior written consent of the Board;

- (c) Nothing may be thrown out of the windows or doors of a Unit;
- (d) No electrical, TV, telephone, or other communication systems, or installations shall be erected on or fastened to any Unit, or the outside of the building, that are visible from the exterior or interior of the building without the prior written consent of the Board;
- (e) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Unit, without the prior written consent of the Board;
- (f) No plumbing or electrical repairs or alterations within any Unit or within any partition, bearing or party wall between Units, shall be made without the prior written consent of the Board;
- (g) 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 prior written consent of the Board except in case of emergency;
- (h) No stores of any combustible or offensive goods, provisions, or materials shall be kept in the Unit. No kerosene burning or other flame type auxiliary heating device of any kind shall be permitted to be used in any Unit or common area. No occupant shall do, or permit anything to be done to the building or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the building, or on property kept therein, or obstruct or interfere with the rights of other occupants or in any way injure or annoy them, or conflict with the laws relating to fires with the regulations of the Municipality or Provincial Fire Marshall or with any insurance policy upon the building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law;
- (i) Not more than two persons shall occupy or visit any part of a Unit under circumstances where such person or persons is or are being charged for occupation or board, or otherwise, and at no time shall such charges be levied on a commercial or profit making basis nor shall a portion of a Unit be rented nor shall persons be charged for occupation or board of a portion of a Unit and further each Unit shall be used and occupied only as a residence for single family housing and not for commercial purposes, but this provision shall not prevent the leasing of the whole of such Unit;
- (j) At no time shall more than two people per bedroom be allowed to reside in a Unit. A request may be made by the Board of Directors, at any time, as to the number and names of all occupants of any Unit;

- (k) All occupants of Units shall exercise extreme care at all times about making noise. An occupant will not permit any unusual noise or disturbance in the Unit at any time that will interfere with the enjoyment of other occupants in the Condominium Corporation and in particular will refrain from loud playing of radios, all musical instruments, television sets, or other sound equipment. Noisy repairs such as carpentry shall normally be carried out at the times prescribed by the Board. If work is required at other times, the Board of Directors or such person as they may designate from time to time must be consulted;
- (l) 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;
- (m) All garbage shall be tightly wrapped and tied in accordance with the instructions of the Board from time to time and shall be disposed of in accordance with garbage collection arrangements provided by the Corporation from time to time;
- (n) Water beds are strictly prohibited in a Unit, unless the prior written consent of the Board of Directors is received.
- (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 pet in his Unit or any part of the property shall, at the request of the Board, remove such animal or pet therefrom forthwith on receipt of a written notice from the Board or the General Manager requesting such removal; and pets are not to be kept on open balconies where they may annoy other residents by creating a nuisance;
- (p) No structural changes or alterations shall be made inside or outside any unit. This shall include alterations to the exterior doors, windows, screens, walls, or other portions of the building visible from the exterior, without prior written approval from the Board of Directors, after plans and specifications have been submitted for review. No additional locks that are visible from the common elements shall be placed upon any door of the building without the written consent of the Board or the superintendent;
- (q) Any reference herein to "Owner" shall include where the context allows, the servants, employees, agents, and invitees, tenants and licensees of the Owner and all others over whom the Owner may reasonably be expected to exercise control;
- (r) Plumbing facilities and the hot and cold water supply shall be used only for domestic purposes and shall not be used for providing auxiliary heating or cooling of the unit by apparatus or equipment except those uses approved by the Board of Directors;
- (s) Air conditioning equipment cannot be installed in Units unless the design, construction, specifications and installation are approved by the Board of Directors in writing.

- (t) Window covering of the interior surfaces of all windows whether by drapes, shades or other items visible from the exterior of the Unit shall be white as seen from the exterior;

ARTICLE XI

PROVISIONS GOVERNING THE USE OF THE COMMON ELEMENTS

The rules and regulations with respect to the use of the common elements of the corporation shall be initially those rules and regulations set forth in Schedule "A" of this By-law Number One, 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 XII

MISCELLANEOUS

1. **Severability.** The invalidity in whole or in part of any article or articles, 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 in this by-law.
2. **Interpretation.** In this by-law words importing the singular include the plural and vice-versa; words importing the masculine gender shall include the feminine and neuter gender; and words importing person shall include companies, corporations, partnership and any number or aggregate of persons wherever the context so requires.

Whenever reference is made in this by-law to any statute or section thereof such reference shall be deemed to extend and apply to any amendments to the said statute or section or re-enactment 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.

ARTICLE XIII

MAINTENANCE AND REPAIRS OF UNITS AND COMMON ELEMENTS

1. **Maintenance and Repairs of Units By the Owner**

- (a) Each Owner shall maintain his Unit, and subject to the provisions of the Declaration, 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, 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 such rate (not exceeding 2% per annum above the prime rate charged by the Corporation's bankers from time to time) as the Board of Directors of the Corporation may decide upon. The Corporation may collect all such sums of money in such instalments as the Board of Directors may decide. These instalments 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.

2. Repairs of Common Elements by the Corporation

The Corporation shall repair the Common Elements after damage, which includes repair to 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.

3. Maintenance of the Common Elements

The Corporation shall maintain the common elements, save and except for any improvements made by an Owner to the limited common elements appurtenant to their 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 by the Board of Directors of the Corporation.

4. Additions, Alterations or Improvements by Owners

- (a) 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 the Declaration) without the prior consent in writing of the Board.
- (b) Any change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and in accordance with the conditions, if any, of such approval, by the Board.

ARTICLE XIV

DAMAGE

1. Procedure Where Damage Occurs

Where there has been a determination that there has been substantial damage to the extent that the cost of repairs would be twenty-five per cent (25%) or more of the value of the buildings immediately prior to the occurrence, notice of such determination shall, within ten days thereof, be given by registered mail to the Owners and Mortgagees entered in the register kept for such purpose, in accordance with the provisions of the by-laws 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.

2. Repair after Damages

In the event that 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:

- (a) 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
- (b) the obligation of the Corporation to repair the Units after damage shall be limited to repair in respect of all risks which are insured or insurable under any available policy or policies of insurance; and
- (c) 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.
- (d) 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 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 Clauses 7.01 and 7.02 of the Declaration.

3. 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 rebuilding or repairing any damage to the building, and for the use of any Owner and mortgagee.

SCHEDULE "A"

TO BY-LAW NUMBER ONE OF

HALIFAX COUNTY CONDOMINIUM CORPORATION NO. 289

ENACTED the 15 day of December, 2005

**RULES AND REGULATIONS GOVERNING
THE USE OF THE COMMON ELEMENTS**

1. The sidewalks, walkways, passages and driveways, shall not be obstructed or used for any other purpose than ingress to and egress from the Units and parking areas within the common elements.
2. No motor vehicles other than private passenger vehicles shall be parked in any parking space within the common elements, except for those trades vehicles or public utility vehicles as may be necessary and required from time to time to service the common elements or the units.
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 automobile 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 elements, except that propane barbeques may be used on the balcony or patio deck only unless subsequently prohibited by the Board of Directors.
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, without the consent of the Board of Directors.
13. No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the common elements. In the interest of keeping the community unfettered by advertising and signs for the same, a common display Unit is provided at the entrance to Fisherman's Village. Unit owners and/or their agents are permitted to place a contact phone number on the common display Unit in the space allotted for the Unit being advertised. No real estate signs, nor any other advertising signs, are permitted on the Units, the grounds, or the common elements at anytime, with the exception of signs advertising new Units for sale by the Developer, and/or their agents, until all Units in the project have been sold by the Developer.
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. A parking space designated and allocated by the Board of Directors shall be used only by the persons authorized by the Corporation or the person, firm or corporation administrating or managing the same, and upon such terms and conditions as the Board of Directors or the said person, firm and corporation managing the same may from time to time determine. The Board of Directors may from time to time determine the basis upon which parking spaces which have not been designated as per section 3.02 of the Declaration, shall be allocated.