

Properties

PIN	57817 - 0001 LT	<input checked="" type="checkbox"/> Redescription
Description	ALL UNITS AND COMMON ELEMENTS COMPRISING THE PROPERTY INCLUDED IN RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND UNIT 1, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0002 LT	
Description	UNIT 2, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0003 LT	
Description	UNIT 3, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0004 LT	
Description	UNIT 4, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0005 LT	
Description	UNIT 5, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0006 LT	
Description	UNIT 6, LEVEL 1, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0007 LT	
Description	UNIT 1, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0008 LT	
Description	UNIT 2, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0009 LT	
Description	UNIT 3, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	
PIN	57817 - 0010 LT	
Description	UNIT 4, LEVEL 2, RENFREW STANDARD CONDOMINIUM PLAN NO. 17 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN RE257276; TOWNSHIP OF GREATER MADAWASKA	
Address	CALABOGIE	

Applicant(s)

Name

Address for Service

RENFREW STANDARD CONDOMINIUM PLAN NO. 17
30 Barrett Chute Road
Calabogie, Ontario K0J 1H0

Renfrew Standard Condominium Corporation number 17 hereby certifies that by-law number 1 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, PAUL MURPHY, President and Secretary-Treasurer, have the authority to bind the corporation.

Signed By

Cindy Kerry Morin	1770 Woodward Drive, Suite 200 Ottawa K2C 0P8	acting for Applicant(s)	Signed	2020 04 16
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Tel 613-722-0015

Fax 613-722-5932

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

MARTIN Z BLACK LAW OFFICE	1770 Woodward Drive, Suite 200 Ottawa K2C 0P8	2020 04 16
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Tel 613-722-0015

Fax 613-722-5932

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

File Number

Applicant Client File Number : CALP012

RENFREW STANDARD CONDOMINIUM CORPORATION NO. 17

BY-LAW NO.1

BE IT ENACTED as a By-Law of Renfrew Standard Condominium Corporation No. 17 (the "Corporation") as follows:

ARTICLE I

SEAL

- 1.00 The seal of the Corporation shall be in the form impressed in the margin beside this Section.

ARTICLE II

YEAR-END

- 2.00 The financial year end of the Corporation shall be the 31st day of December in each year or such other date as the board of directors (the "Board") may by resolution determine.

ARTICLE III

RECORDS TO BE KEPT BY THE CORPORATION

3.00 **General**

The Corporation shall maintain the following records:

- 1) a copy of declaration and description;
- 2) a copy of all by-laws;
- 3) a copy of all rules and regulations;
- 4) a copy of any resolution of Board changing the address for service of the Corporation as registered;
- 5) a copy of all notices sent on behalf of the Corporation
- 6) a copy of all reports and financial statements of the Corporation for at least the past six financial years;
- 7) a copy of all easements, licenses, leases or agreements entered into by the Corporation;
- 8) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- 9) a table depicting the maintenance responsibilities and indicating whether the Corporation or the unit Owners are responsible;
- 10) an appraisal report for insurance purposes and a list detailing current replacement costs and life expectancy under normal maintenance conditions of all major capital items in the property and for the purposes set forth in section 93 of the *Condominium Act, 1998* (the "Act");
- 11) a separate record of all receipts on account of common expense payments;
- 12) all requests for estoppel certificates and a copy of the certificates issued for the past six financial years; and
- 13) copies of all completed statements of tenants and purchasers intending to occupy a residential unit as required pursuant to the declaration and the rules.

- 14) A minute book containing the minutes of owners' meetings the minutes of board meetings, including a list of those in attendance and copies of any resolutions passed or By-laws enacted
- 15) Copies of all policies of insurance and the related certificates or memoranda of insurance at all insurance trust agreements
- 16) All records that the corporation has related to the units or to employees or contractors of the Corporation
- 17) All existing plans for underground site services, site grading, drainage and landscaping and television and radio or other communications services
- 18) All reserve fund studies and plans to increase the reserve fund
- 19) a copy of the most current disclosure statement delivered to a purchaser prior to the turnover meeting any report the corporation receives from an inspector pursuant to section 130 of the Act
- 20) the names of Owners and mailing address of those Owners who have notified the Corporation of their address;
- 21) the names and mailing addresses of those mortgagees who have notified the Corporation of their desire to receive notices of any (or all) meeting(s);
- 22) the names of directors and officers, their mailing address and respective terms of office; and
- 23) copies of each tenant's executed acknowledgment and agreement with the Corporation as required pursuant to the declaration
- 24) a copy of all annual notices of assessment and any additional assessments; and
- 25) a copy of all consents for alterations to units and/or the common elements in accordance with the declaration and any by-law of the Corporation including any agreement entered into with the Owner.

3.04 Records to be provided to Owners and Mortgagees

- 1) a copy of the annual financial statement shall be furnished to every Owner and mortgagee entered on the register;
- 2) the books and records of the Corporation (including the minutes of meetings of the Board and of the Owners) shall, upon reasonable notice, be made available for inspection by any Owner and mortgagee; and
- 3) copies of the declaration, by-laws and rules and regulations shall be made available to any Owner for purchase at the cost of their reproduction.

ARTICLE IV
DUTIES OF THE CORPORATION

4.00 The duties of the Corporation shall include, but shall not be limited to the following:

- 1) the operation, care, upkeep, maintenance and repair of the common elements and the repair of units when an Owner fails to repair as provided for in the Act and in the Declaration;
- 2) the collection of contributions toward common expenses from the Owners;

- 3) the arranging for the supply of requisite utility services to the common elements except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. 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;
- 4) obtaining and maintaining insurance for the property as may be required by the Act, the declaration or the by-laws;
- 5) the preparation of certificates of lien and status certificates as required by the Act;
- 6) the preparation of an estimated budget in accordance with Article X hereof;
- 7) the supervision of all public or private service companies which enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;
- 8) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- 9) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- 10) the investment of reserve monies held by the Corporation in interest bearing accounts, term deposits, guaranteed investment certificates and treasury bills as may be permitted under the Act;
- 11) the settling, adjusting or referring to arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- 12) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- 13) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- 14) the calling and holding of meetings and the delivery of notices, as required;
- 15) the consistent and timely enforcement of the provisions of the Act, the declaration, the bylaws and the rules of the Corporation;
- 16) the entering into of an insurance trust agreement to ensure the disposition of monies in the event of an insurable loss in accordance with the declaration,
- 17) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

ARTICLE V

POWERS OF THE CORPORATION

5.00 The powers of the Corporation shall include, but shall not be limited to the following:

- 1) the entering into of an agreement with a person or corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;

- 2) the borrowing of such amounts as in the Board's discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation to a maximum sum equivalent to one-twelfth (1/12th) of the annual estimated budget for any one occurrence provided always that any such borrowing shall be without pledge or charge of any of the assets of the Corporation; and
- 3) the borrowing of such amounts in excess of an amount equal to one-twelfth (1/12th) of the annual estimated budget in any fiscal year as the Board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a vote of the Owners at a meeting duly called for that purpose.

ARTICLE VI

NOTICE

6.00 By the Corporation

- 1) Subject always to any specific provision to the contrary in the Act, any notice, communication or other document, including budgets and notices of assessment required to be given or delivered by the Corporation to any Owner or mortgagee shall be sufficiently given if:
 - delivered personally to the person to whom it is to be given; or
 - delivered to the latest address noted in the record; or mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to the person at his latest address; or
 - sent by means of wire or wireless or any other form of transmitted or recorded communication addressed to the person at such address.
- 2) Any notice, communication or other document to be given by the Corporation to any person who is not an Owner or mortgagee will be given or delivered to such person in the manner provided by law.
- 3) Any notice, communication or document shall be deemed to have been received:
 - when it is delivered personally or delivered to the latest address shown on the record; or
 - when it has been deposited in a post office or public letter box; or
 - when it is sent by any means of wire or wireless or any other form of transmitted or recorded communication when delivered agency or to the appropriate communication company or its representative for dispatch.

6.01 Notice to the Board or Corporation

- 1) Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if, mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to the Board or Corporation at the address for service of the Corporation set out in the declaration, or such other address for service that has been amended and registered in accordance with the Act, or if personally delivered to any director.

- 2) Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

6.02 Omissions and Errors

- 1) The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.
- 2) The Corporation shall not be obliged to give notice to any Owner who has not notified the Corporation that he has become an Owner or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote.
- 3) The address of each Owner shall be the address of his unit and the address each mortgagee shall be the address shown for him on his mortgage that is registered in the Land Registry Office until the Corporation is given written notice of a different address for such mortgagee or Owner

6.03 Notices of Meetings

At least fifteen (15) days' written notice of each meeting of the Owners of the Corporation specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each Owner and to each mortgagee or chargee entitled to vote who is entered on the register twenty (20) days before the date of the meeting.

ARTICLE VII BOARD OF DIRECTORS

7.00 Duties

- 1) The affairs of the Corporation shall be managed by the Board.
- 2) The Board shall have the obligation to perform all the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by duly enacted resolution and pursuant to the terms of any management agreement.

7.01 Quorum

The number of directors shall be three (3), of whom two (2) shall constitute a quorum for the transaction of business at any meeting 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.

7.02 Qualifications

Qualification for election to the Board shall be governed by the following:

- 1) each director shall be eighteen (18) or more years of age and need not be an Owner of the Corporation;
- 2) a director who has resigned or whose term has expired is eligible for re-election;
- 3) no undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director; and
- 4) a person who is elected or appointed a director is not a director unless,
 - (a) he was present at the meeting when he was elected or appointed and did not refuse at the meeting to act as a director; or

- (b) when he was not present at the meeting when he was elected or appointed, he consented to act as a director in writing before his election or appointment or within ten (10) days thereafter.

7.03 Election and Term

- 1) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the Owners held to elect directors, two (2) directors shall be elected to hold office for a term of two (2) years and one (1) director shall be elected to hold office for a term of one (1) year. Such directors may, however, continue to act until their successors are elected. The director or directors receiving greater votes shall complete the longest term or terms or the longest remaining term or terms of the resigning director(s), as the case may be. At each annual meeting thereafter, the number of directors equal to the number of directors retiring in such year shall be elected for a term of two (2) years. Where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act.
- 2) A director shall cease to be a director if a condominium lien is registered against his or her unit and is not discharged within ninety (90) days.
- 3) Election to the Board shall be by written ballot.

7.04 Calling of Meetings

- 1) Meetings of the Board shall be held from time to time at such place and at such time and on such day as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director or by any two directors. Notice of any meeting so called shall be given personally by ordinary prepaid mail or facsimile or by telephone to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act* of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting.
- 2) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of the resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting.
- 3) Meetings of the Board may be held by teleconference or other form of communications system, provided that all directors shall have consented to the means used for holding the meeting.

7.05 Declaration of Interest

- 1) The provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with.
- 2) In addition, the Board shall, prior to voting on any contract in which another director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

7.06 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;
- 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;
- the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with Paragraph 10 of Article 4.00 hereof;
- any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;
- any loss occasioned by an error of judgment or oversight on his part; or
- 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, bad faith, or willful misconduct.

7.07 Indemnity of Directors and Officers

Every director or officer of the Corporation and his heirs, executors, successors and assigns, 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:

- 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; and
- all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs of the Corporation;

unless the same shall happen through his own dishonest or fraudulent act or acts, bad faith, or willful misconduct.

7.08 Consents

Any consent required under the provisions of the Act, the declaration, the by-laws or the rules shall be given by the Board in writing after a resolution for same has been passed.

7.09 Execution of Instruments

- 1) Deeds, transfers, assignments, cheques, contracts and obligations of the Corporation shall be signed by any one director who may, but need not be, officers of the Corporation, or as the Board may from time to time by resolution prescribe.
- 2) Any contract or obligation 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.
- 3) Subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may by resolution at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract, cheque or obligation or any class of deed, transfer, contract, cheque or obligation of the Corporation may or shall be signed.

- 4) Any member of the Board may execute a status certificate and cause the corporate seal to be affected thereon.
- 5) The manager or any one member of the Board may execute a notice of lien or discharge of lien and cause the corporate seal to be affixed.

ARTICLE VIII

OFFICERS

8.00 Election of President

At the first meeting of the Board after each election of directors, the Board shall elect from among its members a President. In default of such election the then incumbent President, if a member of the Board, shall hold office until his successor is elected.

8.01 Appointed Officers

From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer, he or she may be known as Secretary-Treasurer.

8.02 Term of Office

In the absence of written agreement to the contrary, officers shall hold office until removed by the Board.

Provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore apply to directors pursuant to Article 7.02. Officers shall have such authority and perform such duties as the Board may from time to time determine that are consistent with the Declaration and by-laws of the Corporation.

8.03 President

The President shall:

- 1) be the chairperson at all meetings of the Board, general meetings of the Owners or shall designate the chairperson at all such meetings;
- 2) have one vote (only) at all meetings of the Board and at general and special meetings of the unit Owners;
- 3) co-ordinate the activities of the remaining members of the Board and officers;
- 4) (in the absence of a resolution of the Board specifying another officer) deal directly with the property manager and corporate solicitor in all areas of concern; and
- 5) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

8.04 Secretary

The Secretary shall:

- 1) give or cause to be given all notices required to be given to the Owners, directors, mortgagees and all others entitled thereto;
- 2) attend all meetings of the directors and of the Owners;

- 3) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;
- 4) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation including a complete set of the plans and specifications for the property and any additions, alterations or improvements to the units and common elements; and
- 5) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all Owners and mortgagees as required by the Act.

8.05 Treasurer

The Treasurer shall:

- 1) be a member of the Board; and
- 2) prepare, in consultation with the property manager, the annual budget together with the annual financial statements to be presented to the Owners at the annual general meeting.

8.06 Committees

- 1) In order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute advisory committees to advise and make recommendations to the Board in connection with the activities, management, budgets, house rules, or any other matter relating to the common elements.
- 2) The members of such committees shall be appointed by the Board to hold office and may be removed at any time by resolution of the Board.

ARTICLE IX MEETINGS OF THE OWNERS

9.00 Annual Meetings

- 1) The annual meeting of the Owners shall be held within the community of Calabogie at such time and on such day in each year as the Board may determine, for the purpose of hearing and receiving the reports and statements required to be read at and laid before the Owners at an annual meeting; electing directors; and for the transaction of such other business as may properly be brought before the meeting.
- 2) The annual meeting is to take place within six (6) months following the end of the Corporation's fiscal year.

9.01 Special Meetings

- 1) The Board shall have the power at any time to call a special meeting of the Owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.
- 2) At the request of Owners owning not less than fifteen per cent (15%) of the units or any mortgagee(s) holding mortgages on not less than fifteen per cent (15%) of the units, the Board shall, upon receipt of a requisition in writing made by Owners who together own at least fifteen per cent (15%) of the units or made by any mortgagee holding mortgages on not less than fifteen per cent (15%) of the units or both, call and hold a meeting of the Owners and if the meeting is not called and held within thirty (35) days of receipt of the requisition, any of the requisitionists or a mortgagee may call the meeting, and in such case, the meeting shall be held within forty-five (45) days of receipt of the requisition; and the requisition shall state the nature of the business to be presented at

the meeting and shall be signed by the requisitionists or the mortgagee and deposited at the address for service of the Corporation.

9.02 Persons Entitled to be Present

The only persons entitled to attend a meeting of Owners shall be:

- the Owners and mortgagees entered on the record;
- any other person entitled to vote thereat;
- others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting; and
- any other person on the invitation of the Chairman of the meeting or with the consent of the meeting.

9.03 Quorum

A quorum for the transaction of business at a meeting of the Owners shall consist of those Owners who own not less than 25% of the units at the time of the meeting. If a quorum is not present within a reasonable time after the time appointed for the holding of any meeting of the Owners (such reasonable time to be determined by the Chairman of the meeting), the meeting shall be adjourned, and the Board shall call a further meeting of the Owners in accordance with the Act.

9.04 Voting

- 1) At each meeting of Owners, every Owner shall be entitled to vote who is entered on the register as an Owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an Owner.
- 2) Subject to subparagraph 3) below, if the unit has been mortgaged and the right to vote has been given to the mortgagee, the Owner (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof.
- 3) In the event the mortgagee has notified the Corporation and the Owner of his intention to exercise such right at least two (2) days before the date specified in the notice of meeting, the mortgagee or his proxy may exercise the right to vote.
- 4) Except where under the Act the unanimous vote of all the Owners is required, an Owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting.
- 5) Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.
- 6) The Chairman shall not, in the case of a tie, cast a deciding vote.
- 7) Unless otherwise provided by the Act, the declaration or the bylaws, any vote shall be decided by a majority vote of those Owners present in person or represented by proxy at a meeting called for the purpose of holding such vote.

9.05 Method of Voting

At any annual or special meeting any question may be decided by a vote held in accordance with the Act.

9.06 Proxies

Every Owner or mortgagee entitled to vote at meetings of Owners may by instrument in writing appoint a proxy, who need not be an Owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the Owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his

attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of (or scrutineers at) the meeting before any vote.

9.07 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a 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 Owners and may vote in the same manner and to the same extent as such Owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions relating to co-Owners shall apply.

9.08 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 are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

ARTICLE X

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

10.00 Assessment of Common Expenses

- 1) All expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties 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.
- 2) The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year. The Board should 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.

10.01 Reserve Fund

- 1) The Board shall establish and maintain a reserve fund in accordance with the Act.
- 2) The reserve fund(s) shall be kept in separate interest bearing accounts with any chartered bank or trust company branch in the Town of Arnprior or Renfrew (as the Board may from time to time determine) and may be invested in interest bearing term deposits, guaranteed investment certificates, treasury bills and similar instruments of any such bank or trust company maturing not later than five (5) years from their date of issue and fully insured by the Canada Deposit Insurance Corporation; provided always that any such instrument may be converted to cash before maturity and within sixty (60) days of request therefor, with or without penalty.

10.02 Additional Expenditures

Any expenditures not contemplated in the budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all Owners which shall include a written statement setting out the reasons for the additional assessment.

10.03 Delivery of Assessments

- 1) The Board shall advise all Owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid and shall

deliver copies of each budget on which such common expenses are based, to all Owners and mortgagees entered on the record.

- 2) Additional assessments shall be payable by each Owner within ten (10) days after the delivery thereof to such Owner, unless a further period has been determined by the Board and set out in such notice.

10.04 Owners Obligations to Pay Assessments

- 1) Each Owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the Owner. Upon receipt of a request from and for the express convenience of the Owner, the Board may adopt, by resolution, a pre-authorized payment or similar plan for the convenience of the Owners, provided always that upon cancellation of the plan or any default occurring on the part of the Owner, the balance of the annual assessment together with interest accruing thereon from the date of default at the rate specified in Article 10.05(2) herein shall become immediately due and payable to the Corporation.
- 2) The Owner may arrange for the payment of his proportionate share of the common expenses by means of a pre-authorized chequing or other similar plan approved by the Board whereby the Corporation shall be entitled to debit the bank account of the Owner each month to collect one-twelfth (1/12) of the annual assessment. The acceptance by the Board of this alternate method of payment by the Owner does not constitute a waiver of the Owner's obligation to pay his proportionate share of the annual assessment as hereinbefore provided and, where the Owner fails to ensure that the Corporation is able to make automatic monthly deductions from his bank account or where the Owner terminates the plan or there are insufficient funds in the account to cover the automatic deduction, the then unpaid balance of the Owner's assessment for the year shall become immediately due and payable together with interest thereon calculated in accordance with Article 10.05(2) herein until paid. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all interested Owners.

10.05 Default in Assessment

The following procedures shall be taken for the collection of common expense payments:

- 1) upon default by any Owner in the payment of his contribution toward common expenses, the Corporation shall notify the Owner of default in accordance with Article 6.00 hereof and if such default is not remedied by the Owner within seven (7) days of the date of receipt of the notice as defined pursuant to paragraph (3) of Article 6.00 hereof, the Corporation may, without being required to give further notice to the Owner, institute lien proceedings in accordance with the Act;
- 2) arrears of payment required to be made under the provisions of this Article X shall bear interest at the rate of four (4) percentage points above the minimum lending rate charged by the Corporation's Bank on Canadian currency loans made by it to its preferred commercial borrowers in Canada effective as of the date the Owner has fallen into arrears and to be varied from time to time in accordance with changes in the said minimum lending rate until payment has been received in full from the Owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid; and

- 3) in any lien proceedings instituted by the Corporation to collect common expenses from the Owner, 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

RULES AND REGULATIONS

11.00 Rules and Regulations

- 1) The rules and regulations attached hereto as Schedule "A" shall be observed by all Owners and any other person(s) occupying any unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.
- 2) Any losses, costs or damages incurred by the Corporation by reason of a breach of the rules and regulations in force from time to time by any Owner, or by his family, guests, servants, agents or occupants of his unit, shall be borne and/or paid for by such Owner and may be recovered by the Corporation against such Owner.

ARTICLE XII

LIABILITY FOR COSTS

12.00 Abatement and Restraint of Violations by Unit Owners and Liability for Costs

- 1) The Owner of a unit is responsible for any cost incurred to repair damage to the common elements or other units that may have been caused by either his use or his residents or their visitors' use of same.
- 2) In the event that damage to the common elements has been caused by the deliberate or negligent conduct of any Owner, residents or their invited guests, the Owner of that unit shall be responsible for any costs incurred to repair such damage.
- 3) In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit Owner, or where an Owner requests to repair a common element himself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the Owner(s) involved.
- 4) The violation of any provisions of the Act, the declaration, the bylaws, and/or the rules and regulations adopted by the Board, shall give the Board the right, in addition to any other rights set forth in these by-laws:
 - (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or
 - (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance pursuant to Section 50 of the Act.

ARTICLE XIII
MISCELLANEOUS

13.00 Invalidity

The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

13.01 Gender

The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural wherever the context so requires.

13.02 Waiver

No restriction, condition, obligation or provision contained in this by-law 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.

13.03 Headings

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

13.04 Amendment

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

13.05 Conflicts

- 1) In the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail.
- 2) In the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail.
- 3) In the event the provisions of the Act or in the declaration are silent the provisions of the bylaws shall prevail.

Renfrew Standard Condominium Corporation No. 17 hereby enacts the foregoing by-law, having been duly approved by the directors of the Corporation, this 10th day of March, 2020.

RENFREW STANDARD CONDOMINIUM CORPORATION NO. 17

Per:

Paul Murphy
Paul Murphy, President and Secretary-Treasurer
I have authority to bind the Corporation

CALABOGIE PEAKS ULC, being the owner of all the units described in the Description registered together with the Declaration as Instrument No. RE257276, and the sole member of Renfrew Standard Condominium Corporation No. 17, hereby confirms the foregoing by-law this 10th day of March, 2020.

CALABOGIE PEAKS ULC

Per:

Paul Murphy
Paul Murphy, President
I have authority to bind the Corporation

SCHEDULE "A"

GENERAL RULES AND REGULATIONS

The following rules made pursuant to the *Condominium Act*, S.O. 1998, c. 19, as amended (the "Act") shall be observed by all Owners and any other person(s) occupying the unit with the Owner's approval, including, without limitation, members of the Owner's family, guests, tenants, guests, invitees, employees, agents or other unit occupants (collectively, the Owner's "Invitees").

Any losses, costs or damages incurred by the Corporation by reason of a breach of the rules and regulations in force from time to time by any Owner or Invitees, shall be borne and/or paid for by such Owner and may be recovered by the Corporation against such Owner.

General Regulations

1. No Owner of any unit shall do or permit anything to be done in his unit, or bring or keep anything therein which will in any way increase the risk of fire or the fire insurance premiums on the building, or on property kept therein, and no Owner shall do or permit anything to be done in his unit or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the regulations of the Greater Madawaska Township Fire Department, or with any insurance policy carried by the Corporation, or conflict with any of the rules and ordinances of the local board of health, or with any applicable municipal by-law or any provincial or federal statute or regulation.
2. Owners and their Invitees shall not create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners or their respective Invitees and persons having business with them.
3. Owners shall ensure that their tenants and Invitees strictly comply with the provisions governing the use and occupation of residential units set forth in the declaration.

Residential Units and Common Elements

4. Each residential unit shall be occupied and used only as a private single-family residence and for no other purpose.
5. No immoral, improper, offensive or unlawful use shall be made of any residential unit or of the Condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.
6. The filming of any movie and/or videotape for commercial purposes in any residential unit or on the common elements is prohibited except when authorized by written consent from the Board.
7. No auction sales or events to which the general public is invited shall be allowed in any unit or on the common elements.
8. Each Owner shall maintain, repair and replace, if necessary, the smoke or similar fire detection device installed in his unit, provided that such device is approved by the Underwriters' Laboratories of Canada.
9. The following rules shall apply to the installation and maintenance of any washing machine installed in a unit:
 - each washing machine shall be equipped with nylon reinforced hoses for the supply of hot and cold water designed for at least a minimum burst pressure of 1,000 p.s.i. and a rubber compound to withstand 180 degrees Fahrenheit;
 - after using any washing machine, each Owner, his tenant, guest, servant or agent shall immediately turn off the taps to both the hot and cold-water supply; and

- each washing machine shall be installed in such a manner so as to permit the easy and convenient shut off of taps thereto, it being the purpose and intent of this rule to reduce or eliminate the considerable inconvenience and costs incurred as a result of flooding caused by the bursting of inadequate and poorly installed washing machine hoses.

10. No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his residential unit or adjacent common elements. Owners shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully cooperate with the Manager to provide access to each residential unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.
11. No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he has exclusive use, any debris, refuse or garbage except on days designated by the Board or the Manager as garbage pick-up days when he shall directly carry or place same in any area designated by the Corporation as a central garbage depository. All debris refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding 10 kg per bag in weight. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the Manager for a pick-up thereof and such cartons or crates shall not in any event be left outside the unit.
12. No awnings, shades, screens, enclosures or structures whatsoever shall be erected over the outside of any window, or on any balcony or patio without the prior written consent of the Board.
13. No outside painting shall be done other than by the Corporation to the exterior of the building, railings, doors, windows, balconies, patios or any other part of the property.
14. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board, unless as specifically contemplated in the declaration.
15. Water shall not be left running unless in actual use.
16. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner who has, or whose Invitees have caused such damage.
17. Nothing shall be thrown out of windows or doors of the building.
18. Windows shall not be mirrored or tinted.
19. No barbecues of any kind maybe operated in the unit, balconies, patios or any part of the common elements to which an owner has exclusive use. Barbeques on the adjacent land as shown on the Corporation's site plan are available for the exclusive use of the unit owners.
20. Owners shall not overload existing electrical circuits in their units.
21. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or the common elements.
22. No mops, brooms, dusters, rugs or bedding shall be shaken from any external window, door or those parts of the common elements over which the Owner has exclusive use.
23. No television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit, except in connection with a common television cable system supplying service to the building.
24. No one shall obstruct or permit the obstruction of any part of the common elements and all entries, passageways, hallways and stairwells shall be used only as a means of ingress or egress to and from the building and the residential unit or some other part of the common elements. No one shall place or leave, or permit to be placed or left, anything outside any unit.

25. No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, other common household electrical appliances, and any electrical appliances originally provided by the Declarant shall be installed or used in any unit without the prior written consent of the Board.
26. All draperies, blinds or other window coverings and all furniture shall be hung or placed a minimum of 3 inches from any electrical heater. In addition, the bottom of any draperies, blinds or other window coverings must be at least 1 inch above any floor covering.
27. Moving of household furniture or effects within or in or out of the property shall be done only between the hours of 8 AM and 8 PM upon prior appointment with and authorization by the Property Manager. All moves are to be made without damage to any of the common elements or disturbance to the residents of the Residential Condominium.
28. No noise shall be permitted to be transmitted from one residential unit to another. If the Board of Directors determines that any noise is being transmitted to another unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such residential unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise (including reasonable solicitor's fees).
29. No one shall harm, mutilate, destroy alter or litter on any landscaping work on the property, including grass, trees, shrubs, flowers or flower beds.
30. Bicycles, when not in use, shall be stored within the unit and not on a balcony.
31. Nothing shall be placed on the outside of the window sills or projections. No window or wall air-conditioning and/or heating units are allowed.
32. No Owner or resident shall use or permit the use of any firecrackers or other fireworks in or upon the common elements or the residential units.
33. Roller skating, bicycle riding, skateboard riding or any other similar activity is prohibited within the Condominium.
34. Outdoor lighting shall not be in any area of the common elements except in areas of pedestrian activity or vehicular traffic and shall be of an indirect nature and either white or pale yellow, with coloured lighting been permitted during the Christmas holiday period only.
35. Prior to leaving the unit for any extended period, each resident shall arrange to stop delivery of newspapers and any other deliveries and inform the Manager that the resident is on vacation or away from the unit for an extended period and that all such deliveries have been suspended. Newspapers and other items delivered to a unit and not picked up after reasonable time may be removed by the Manager. If the Owner will be absent from the unit for a period of more than 5 days, the Owner shall ensure that the water supply to the washer is turned off.

Patios & Balconies

36. No alteration shall be permitted to the balconies and no enclosures of the balconies shall be allowed in order to maintain the integrity of the original design and architectural features of the Condominium.
37. Any residential unit owner enjoying the exclusive use of a balcony or patio shall be restricted from placing thereon anything other than seasonal furniture. The placing of heavy planters or the addition of any structure or comparable installation shall be expressly restricted in the declaration.
38. No barbecues, whether gas, charcoal or electrical, and no satellite dishes or other equipment or bicycles shall be permitted to be placed on the balconies.

Soliciting

39. No business solicitation or canvassing is permitted within the Condominium.
40. No solicitation or canvassing whether by or on behalf of a person, corporation or charitable institution (except those charitable institutions permitted by the Board to canvass within the Condominium) is permitted within this Condominium.
41. Notwithstanding anything hereinbefore set out, Section 30 of the Act states that "no corporations or servant or agent of a corporation shall restrict reasonable access to the property by candidates or their authorized representatives, for the election to the House of Commons, the Legislative Assembly, or any office in any municipal government or school board, for the purpose of canvassing or distributing election material."

Pets

42. A "household pet" or "pet" is defined as a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a pet in their sole discretion from time to time.
43. The breeding of any type of animal, fish or fowl for sale is strictly prohibited.
44. All pets capable thereof must wear collars with identification tags attached to them.
45. No dangerous animal shall be permitted to enter or reside within the Condominium at any time. Without limiting the generality of the foregoing, the Board, in its sole and unfettered discretion may, after receiving a written complaint alleging the dangers of a pet, deem such pet to be dangerous and require the immediate removal of such pet from the Condominium,
46. No pets shall be permitted outside the unit where it resides anywhere upon the common elements, except in the custody of the Owner and/or resident of a unit within the Condominium and upon a short leash.
47. All damages occasioned by a pet to the building, grounds, landscaping or any other portion of the common elements shall be the full responsibility of the resident Owner of the pet and the said resident shall fully reimburse the Corporation for the cost of the repair, replacement or renovation thereto.
48. Notwithstanding anything hereinbefore set out, no household pet deemed to be dangerous or a nuisance by the Board or Manager, (in its absolute and sole and unfettered discretion) may be kept by a resident in the Condominium. The Board may from time to time receive complaints regarding the noise level, general disturbances, waste or damage caused by pets. Upon receiving such complaints, the Board shall give written notice to that resident Owner of the offending pet that they have received a complaint, which notice in writing shall constitute a "first warning". The Board shall give the resident a sufficient period in which the resident Owner must rectify any previous non-compliance with the rules (insofar as this is possible) and show compliance (including taking measures to prevent his pet from causing such waste, noise or nuisance) with the rules governing the keeping of pets within the Condominium. A resident who fails to comply with the rules after being provided with "first warning" will thereafter, at the sole discretion of the Board and/or Manager, receive written notice requesting the permanent removal of the pet from the Condominium and the resident Owner of the pet must comply with the request for such permanent removal within two (2) weeks from receiving written notice thereof.
49. All residents and Owners must comply with the laws of the Province of Ontario or the applicable bylaws of the local municipality with respect to the keeping of dogs and other pets.
50. Residents shall not permit their pet(s) to soil or damage any part of the common elements or units whether by waste, defecation, urination or otherwise. In any event where such soiling or damage occurs, the Owner of the pet shall immediately rectify the damage or remove the excrement immediately. If the resident fails to remove such excrement from the property, the Manager shall have such excrement removed by such agent of the Condominium as the Manager may choose in its sole

discretion, and the resident shall be liable for a removal charge (which may be collected in the same manner as common element expenses).

51. Notwithstanding section 9 above, residents shall do everything possible to prevent their pets from defecating or urinating on the common elements.

52. No pet shall be permitted to make excessive noise, and for purposes of the foregoing, "excessive noise" shall be such noise (as determined in the sole discretion of the Board) which is deemed to be annoying or disturbing to any other resident of his quiet enjoyment of his residential unit.

53. No guest of an Owner or resident shall be permitted to bring any pet onto the Condominium property.

54. Where a female pet has given birth, the maximum nursery period allowed shall be six (6) weeks. At the end of the six (6) week period the resident shall have an additional fourteen (14) days to arrange for the accommodation of the excess pets.

55. In the event of an emergency in the Condominium (such as a fire), the resident Owner of the pet shall have the full responsibility to care for his or her pet, control its actions and guarantee its safety.

Parking

56. Each Owner, or resident, shall upon request provide the Corporation with the licence numbers of all motor vehicles driven by residents of that unit. The registry of such numbers shall be used only for the conduct of Corporation business.

57. Residents may be required to properly display parking stickers or decals in their vehicles at all times.

58. No unit Owner or occupant shall install, or cause or permit to be installed, a garage enclosure, or enclosure of any kind in a parking space, nor shall any unit Owner or occupant enclose, or cause or permit to be enclosed, any parking space in any manner whatsoever.

59. No motor vehicle, other than a private passenger automobile, motorcycle or family van, shall be parked in any parking space. The term "motor vehicle" includes a private passenger automobile, compact van, sport utility vehicle, station wagon and motorcycle as customarily understood and shall be deemed to exclude all watercraft, campers, trailers, snowmobiles, and similar recreational equipment.

60. No parking space shall be leased to or occupied by any person other than a resident of the condominium.

61. In the event of the mechanical breakdown of a motor vehicle, the Owner of such vehicle shall push the vehicle out of any right-of-way and notify the Manager of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.

62. No repairs other than minor emergency repairs shall be made to any motor vehicle parked or left standing in any parking space or elsewhere upon the common elements.

63. No car washing shall be permitted.

64. No Owner shall plug in or cause to be plugged in any in-car or block heater to any electrical service other than such plug adjacent to his parking space which may be installed by the Corporation, or by the Owner, in each case, with the prior approval of both the Board and the owner of the parking area.

65. Except for his private passenger automobile, no Owner or occupant shall store or leave in his parking space any other object, including tires, firewood, cans, bottles or containers.

66. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements, including the parking areas.

67. No Owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon the parking area any private passenger automobile which, in the opinion of the Board or the Manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property. Upon two (2) weeks' written notice by the Board or the Manager, the Owner of such vehicle shall be required to attend to his vehicle as the circumstances require and as directed by the Board or the Manager.

68. A resident may not park or store a trailer, camper, boat trailer, truck, recreational vehicle, motorcycle or commercial vehicle within any parking space within the Condominium unless specifically authorized by the Board and CP.

69. A resident and/or guest shall not dump any garbage, (including cigarette butts) of any sort collected from the inside of his private passenger automobile, onto the common elements.

70. No person shall park a motor vehicle in contravention of these rules in default of which such person shall be liable to be fined or to have his motor vehicle towed from the property under city by-laws [there are none] in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

Additional Rules and Enforcement

In accordance with Section 58 of the *Condominium Act, 1998*, the Board of Directors may pass further rules respecting the use of the common elements and units or any of them to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. The rules shall be reasonable and consistent with the Act, the Declaration and By-Laws and the Owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of Owners duly called for that purpose.