

BY-LAW NUMBER 1

Condominium Corporation #677548

(Bobak Place Townhome Condominium)

DECLARANT: West Hills Golf Club Ltd.

PID: 75501346

Form 5

Certificate of Approval for Registration

(Condominium Property Act, S.N.B. 2009, Chapter C-16.05, s.9(1))

Approved for submission for Registration this _____ day of _____ 2014.

Director of Condominiums

A BY-LAW MADE FOR
CONDOMINIUM CORPORATION NO.677548
(Bobak Place Townhome Condominium)
Created upon the registration of the Declaration and Description

BE IT ENACTED and it is hereby enacted as By-Law Number 1
of the Condominium Corporation No.677548 as follows

**ARTICLE I
DEFINITIONS**

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

- (a) **“Act”** means the *Condominium Property Act*, Statutes of New Brunswick, 2009, Chapter C16.05, and amendments thereto and the regulations made pursuant thereto;
- (b) **“Board”** means the board of directors of the Corporation;
- (c) **“Common Elements”** means all of the Property except the Units;
- (d) **“Common Expenses”** means common expenses as that term is used in the Declaration;
- (e) **“Corporation”** means the Corporation created under the *Condominium Property Act* by the acceptance for registration of the Declaration and the Description;
- (f) **“Declarant”** means West Hills Golf Club Ltd., the Declarant in the Declaration;
- (g) **“Declaration”** means the Declaration respecting the Property submitted for acceptance for registration in accordance with the Act and all amendments thereto;
- (h) **“Description”** means the Description respecting the Property filed with the Declaration;
- (i) **“Members”** mean the owners from time to time of the Units;
- (j) **“Property”** has the same meaning as in the Declaration as same may be amended from time to time;
- (k) **“Register”** means the Register defined in clause (f) of Article XI hereof;
- (l) **“Resident”** means a person residing in a Unit in excess of 30 days in succession or on aggregate more than 180 days in any one calendar year;
- (m) **“Rules”** means the Common Element Rules enacted by the Corporation and attached hereto as Schedule “A”, as the same may be amended or created from time to time;
- (n) **“Termination”** means the termination of the government of the Property by the Act and includes termination as a result of damage;
- (o) **“Unit”** has the meaning given to that term in the Act; and
- (p) Any other words and phrases which are defined in the Declaration shall have the meaning given to them by the Declaration.

**ARTICLE II
THE CORPORATION**

1. **Seal of Corporation**

The Corporation may have a seal in the form approved by the Board. 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 Fredericton, New Brunswick or at such other address within the County of York, in the Province of New Brunswick 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 set out in the Declaration or in any By-Laws.

5. **Powers of the Corporation**

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

- (a) all things necessary for the performance of its duties under the Act, the Declaration, the By Laws and the Rules and generally to manage the Property and the assets of the Corporation;
- (b) employing and dismissing any and all personnel necessary to carry out the duties and the powers of the Corporation and for the maintenance, operation and use of the Common Elements;
- (c) adoption and amendment of Rules and regulations concerning the operation and use of the Property;
- (d) employing a General Manager, if deemed necessary, 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;
- (e) obtaining and maintaining fidelity bonds for any General Manager where deemed necessary by the Board, and in such manner as the Board may deem reasonable ;
- (f) investing reserves held by the Corporation provided that such investments shall be those permitted by the *Trustees Act*, R.S.N.B. 1973, Chapter T-15, and amendments thereto, and provided that such investments are convertible into cash within 90 days of such conversion request;
- (g) settling, adjusting, compromising or referring to arbitration any claim or claims which may be made upon or which be asserted on behalf of the Corporation;
- (h) borrowing such amounts of money as in its discretion is necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the Property in accordance with the Act, the Declaration and the By-Laws and securing the repayment of such moneys borrowed by it by way of mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to the Common Expenses subject to the approval of Members at a meeting called for that purpose;
- (i) purchasing, hiring or otherwise acquiring property for the use by the unit owners in connection with their enjoyment of the Common Elements and for the use in the management and maintenance of the Common Elements and the Property, except the Units;
- (j) making any agreement with any Unit owner or occupier of a Unit for the provision of the amenities or services or payment of the same;
- (k) entering into contract for the repair and maintenance on a continuing or periodic basis of any part of the Common Elements or other assets of the Corporation 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 years unless approved by By-Law;
- (l) retaining any securities or other real personal property received by the Corporation, whether or not same is authorized by any law (present or future) for the investment of trust funds; and
- (m) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the Board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;

**ARTICLES III
BOARD OF DIRECTORS**

1. **Number**

The affairs of the Corporation shall be managed by the Board and until changed by By-Law, the number of members of the Board shall be three, provided that the minimum number of members of the Board shall always be three as required by subsection 27(1) of the Act.

2. **Quorum**

A majority of the members of the Board shall constitute a quorum 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.

3. **Qualifications**

Any person who is a Member or where a company or corporation is a Member, a representative of such company or corporation, is qualified to be elected as a director of the Corporation provided that each director shall be 19 or more years of age and shall not be an undischarged bankrupt or mentally incompetent. If a director becomes bankrupt or a mentally incompetent person, he will immediately cease to be a director. If a Unit has more than one Member, only one such Member may be a director of the Board at any one time.

4. **Election and Term**

- (a) Notwithstanding paragraph 3 herein, within seven days of the acceptance of the Declaration and the Description for registration, the Declarant shall appoint three persons who shall constitute the Board until the first meeting of the Members is held, at which meeting, subject to the provisions of subsection 27(5) and 27(6) of the Act, the Members shall elect new directors. 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.
- (b) Subject to sub-paragraph 4(c), all directors shall hold office for a term of three years and notwithstanding that their term of office may have expired, all directors may continue to act until their successors are elected. Incumbent directors shall be eligible for re-election provided that they continue to qualify as directors of the Corporation.
- (c) At the Turn Over Meeting referred to in paragraph 3 of Article V hereof, the Members shall elect one Director for a term of three years, one Director to a term of two years and one director for a term of 1 year with the expectation that the result will be one vacancy on the Board which will need to be filled at each Annual Meeting. It is understood that a director appointed under subsection 27(5) of the Act shall fill the position of the Director for a term of one year.
- (d) Each Member entitled to vote at a meeting called for the election of directors shall have the right to cast a number of votes equal to the number of directors to be elected, and he may cast all such votes in favour of one candidate or distribute them amongst candidates in any manner, provided that if a Member has voted for more than one candidate without specifying the distribution of his votes among the candidates he will be deemed, if possible, to have distributed his votes equally among the candidates for whom he has voted. If the number of candidates nominated for director exceeds the number of positions to be filled, the candidates who receive the least number of votes shall be eliminated until the number of candidates remaining equals the number of positions to be filled.

5. **Removal of Directors**

Any director may be removed before the expiration of the director's term by a vote of Members who together own sixty percent (60%) of the Units and the Members may elect in accordance with these By-Laws any person qualified to be a member of the Board for the remainder of the term of the directors so removed.

6. **Filling of Vacancies**

Any vacancy occurring in the Board may be filled for the remainder of the term of office of the retiring director by a vote of the Members at a general meeting.

7. **Calling of Meetings**

Meetings of the Board shall be held from time to time at such place and such time and on such days as the President or the Vice-President or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or the Vice-President or by two directors. Notice of any meeting so called shall be given personally or by ordinary mail each director not less than 48 hours, exclusive of Saturdays and holidays (as defined by the *Interpretation Act*, R.S.N.B. 1973, c.1-13) before the time when the meeting is to be held, provided that no notice shall be required to be given of any meeting of directors held for the sole purpose of organization and the election and appointment of officers immediately following any annual meeting and no notice of any meeting shall be necessary if all the directors are present or if a quorum is present and those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

8. **Regular Meetings**

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

9. **Participation via Telecommunication**

One or more directors may participate in any meeting of directors by means of telephone or other communications facility that permits all persons participating in the meeting to hear each other, and a director participating in a meeting by those means shall be deemed to be present at that meeting.

10. **Adjourned Meeting**

Any meeting of directors may be adjourned from time to time by the chairman of the meeting, with the consent of the meeting, to a fixed time and place and no notice of the time and place for the holding of the adjourned meeting need to be given to any director if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum of the Board is present. The directors who form a quorum at the original meeting are not required to form quorums at the adjourned meeting. If there is no quorum at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

11. **Vote**

At meetings of the Board, all matters shall be decided by a majority vote, provided that the Chair of the meeting shall not have a casting as well as an original vote in case of an equality of votes.

12. **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 to 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 provisions of paragraph 13 of this Article III are complied with.

13. **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 (other than one in which his interest is limited to remuneration as a director, officer or employee), to declare the nature and extent of such interest in the manner required by section 31 of the Act and to refrain from voting in respect thereto, and shall not in respect of such contract or arrangement be counted in the quorum, 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 a majority of directors.

14. **Protection of Director 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 any loss or expense 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 monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error in judgment or oversight on his part, or for any other loss, damage or

misfortune whatever which occurs 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.

15. **Indemnity of Directors and Officers**

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

- (a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against that person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- (b) all other costs, charges and expenses that person sustains or incurs in respect of the corporation.

16. **Fidelity Bonds**

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

**ARTICLE IV
OFFICERS**

1. **Elected Officers**

At the first meeting of the Board after each election of Directors, the Board shall elect from among its members, a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be directors properly elected in accordance with Article III, paragraph 4. Any vacancy occurring in any such offices may be filled by the Board from among its members for the remainder of the term of the office of the retiring officer. The retiring President, Vice-President, Secretary or Treasurer shall be eligible for re-election provided that they continue to qualify for election to such offices.

2. **Appointed Officers**

- (a) From time to time, the Board may appoint a General Manager, and such other officers (other than officers elected pursuant to paragraph 1 of this Article IV) as the Board may determine, including one or more assistants to any of the elected or appointed officers. The officers so appointed may, but need not, be members of the Board.
- (b) Any officer wither elected pursuant to paragraph 1 of this Article IV or appointed pursuant to paragraph 2 of this Article IV, other than the President, may hold more than one office in the Corporation and if the same person holds both the office of Secretary and the office of Treasurer, he or she shall be known as the Secretary-Treasurer.

3. **Term of Office**

In the absence of a written agreement to the contrary, the Board may remove, at its pleasure, any officer of the Corporation.

4. **President**

The President, when present, shall preside at all the meetings of the Members and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation and, except when the Board has appointed a General Manager, the President shall also have the powers and be charged with the duties of that office and he shall have such other powers and duties as the Board may from time to time determine.

5. **Vice-President**

During the absence or the inability to act of the President, his duties and powers shall be exercised by the Vice-President. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. The Vice-President shall also have such powers and duties as the Board may prescribe.

6. **General Manager**

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

7. **Secretary**

The Secretary shall give or cause to be given all notices required to be given to the Members, directors, auditors, mortgagees and all others entitled thereto; he shall attend at all meetings of the Board and of the Members and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation, except those to be kept by the Treasurer and he shall perform such other duties as may from time to time be prescribed by the Board.

8. **Treasurer**

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

9. **Other Officers**

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

10. **Compensation**

- (a) No compensation whatsoever shall be paid to any officer or director of the Corporation for the performance of his duties as an officer or director unless such compensation is determined and approved by the majority vote at a general meeting of the Members, at which Members or mortgagees or any combination thereof entitled to vote with respect to sixty-six and two thirds per cent ($66 \frac{2}{3}\%$) of the Units is present either in person or by proxy.
- (b) This provision shall not preclude the Board from employing any director or officer as an employee of the Corporation nor shall it preclude any director or officer from entering into a contract with the Corporation for the management of the Corporation, including, without limitation, with the General Manager, if one is appointed.

**ARTICLE V
MEETING OF MEMBERS OF THE CORPORATION**

1. **First Meeting**

A meeting of the Members shall be held within ninety (90) days after the acceptance for registration of the Declaration and Description and the invoking of the Act.

2. **Annual Meeting**

The first annual meeting shall be held not later than fifteen (15) months after the first meeting of the Members at such time as the Board may determine and thereafter an annual meeting of the Members shall be held once in each calendar year at such time as the Board may determine provided that not more than fifteen (15) months shall elapse between the date of one annual meeting and that of the next.

3. **Turn Over Meeting**

The Board, elected at a time when the Declarant owns a majority of the Units, shall not allow more than 69 days to pass after the Declarant ceases to be the registered Member of a majority of the Units without calling a meeting of the Members to elect a new Board, and such meeting shall be held within 21 days of the calling of such meeting (hereinafter called the "Turn Over Meeting"). If the Turn Over Meeting is not called within such time, any owner may call such a meeting.

4. **General Meeting**

All meetings, other than annual meetings, the Turn Over Meeting and the first meeting, shall be called general meetings.

5. **Place of Meetings**

All meetings of the Members shall be held at such place within the City of Fredericton, in the Province of New Brunswick, as the Board may from time to time determine.

6. **Calling General Meetings**

The Board may, whenever it thinks fit, and shall, upon receiving a petition in writing signed by Members or mortgagees, or any combination thereof entitled to vote with respect to 25% of the Common Elements and delivered to the Secretary of the Corporation, convene a general meeting within 15 days of receipt of such petition.

7. **Notice of Meetings**

- (a) A written notice of every general and annual meeting specifying the day, the hour and place of the meeting, together with a copy of the proposed agenda of the business to be transacted thereat shall be given to all Members, and to all mortgagees who have notified their interests to the Corporation, at least 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 mailed 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 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 delivered personally, or if mailed, the third regular business day after such date of mailing.
- (b) 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 or had thereat and any Member or mortgagee may, at the time, waive notice of such meeting and ratify, approve and confirm any and all proceedings taken or had thereat.

8. **Quorum**

At any meeting of Members, a quorum shall be constituted when person entitled to vote and owing 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 two persons entitled to vote are present in person.

9. **Adjournment for Lack of Quorum**

If within 30 minutes after the time appointed from 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 two 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. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present. If there is no quorum at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

10. **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 Chair 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 Chair 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 the 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. Notwithstanding the above, the voting for the election of Directors shall be carried out only in accordance with Article III paragraph 4.

11. **Polls**

If at any meeting of Members a poll is demanded and not withdrawn, it shall be taken in such manner as the Chair directs utilizing an allocation of votes determined using the percentage interest of each Member present in person or by proxy in the Common Elements. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12. **Equality of Votes**

In case of any equality in the votes, whether on a show of hands or on a poll, the Chair of the meeting is not entitled to a casting vote in addition to his original vote.

13. **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 or she shall be entitled to one vote for each person he or she is representing including himself.

14. **Appointment of Proxy**

Every member 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 any 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.

15. **Vote by Co-owners**

If 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 of the intent that each Unit shall have one vote, which shall not be split.

16. **Representatives**

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or other person authorized to act on behalf of a Member (and where a corporation acts in such capacity, any person duly appointed as 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 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 15 of this Article V shall apply.

17. **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 owners as a Member to vote or to consent at any annual or general meeting of Members, and where the mortgagee desires to exercise such rights, the following provisions shall apply:

- (a) the mortgagee is a mortgagee in possession;
- (b) written notice thereof shall be delivered or sent by prepaid registered or certified mail, by or on behalf of the mortgagee to the office of the Corporation including the address for notice to the mortgagee;

- (c) 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;
- (d) the Corporation shall be bound from the time of receipt of such notice to treat the mortgagee as a Member for the purpose of exercising the rights of such owner to receive or waive notices, to appoint a proxy, to call a general meeting pursuant to paragraph 6 of this Article V 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 attend meetings of Members; and
- (e) in the event that Units whose common interest represent 25% of the Common Elements are subject to first mortgages held by the same mortgagee, then the Corporation shall deliver to such 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.

18. 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 17 of this Article V.

19. Votes to Govern

At all meetings, every question shall, unless otherwise required by the Act, the Declaration or By-Laws, be decided by a majority of votes cast.

**ARTICLE VI
BANKING ARRANGEMENTS AND CONTRACTS**

1. Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers, or other person, 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 businesses, and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company 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 the Vice-President together with the Secretary or any other director. 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. Notwithstanding any provisions to the contrary contained in the By-Laws, 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, assignment, contract or obligation or any class of deeds, mortgages, transfers, assignments, contract or obligations of the Corporation may or shall be signed.

**ARTICLE VII
DUTIES OF THE DECLARANT**

The Declarant shall perform all the duties of the Corporation set forth in the Declaration and this By-Law up to the date of appointment of directors by the Declarant provided for in paragraph 4 of Article III of this By-Law or until the first general meeting, whichever shall first occur, 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 IX.

ARTICLE VIII MANAGEMENT OF THE PROPERTY

Notwithstanding clause (d) of paragraph 5 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 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 Act to be exercised by the Corporation, or by its Board.

ARTICLE IX ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARDS THE COMMON EXPENSES

1. Assessment

All expenses, charges, costs of maintenance or replacement of the Common Elements or other assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant thereto shall be assessed by the Board and levied against the Members in the proportions in which they are required to contribute to the Common Expenses as set forth in the Declaration.

2. Annual Budget

The Board shall, at least 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 "Budget"). The Board shall allocate and assess such Common Expenses as set out in the Budget for such period among the Members, according to the proportion in which they are required to contribute to the Common Expenses as set forth in the Declaration. After preparation of the Budget, the Board shall advise all Members promptly in writing of the amount of Common Expenses payable by each of them respectively and the time and manner of payments and shall deliver copies of each budget on which such Common Expenses are based to all Members and mortgagees entered on the Register. 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 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 toward meeting the deficits and such other common purposes as the Corporation may deem necessary; and
- (b) a Reserve Fund, which shall include monies received to be accumulated in the Reserve Fund as provided for in paragraph 4 of this Article IX 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, determination, or obsolescence.

3. Contingency Fund

- (a) Upon the purchase of each Unit from the Declarant, each Owner (Purchaser) shall deposit with the Corporation \$100.00 towards the Contingency Fund for Common Expenses.
- (b) 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 specified in the discretion of the Board towards the Contingency Fund for Common Expenses. The appendix of the Reserve Fund Study contains a form for the Future Funding of the Operating Fund.

4. Reserve Fund

The Corporation shall maintain a Reserve Fund in an amount which meets the minimum amount recommended in the Reserve Fund Study required to be carried out from time to time by the Act. The Corporation shall assess and collect the Unit Owner's contributions to the Reserve Fund in the manner set out in the Act. When the amount in the Reserve Fund reaches the minimum amount recommended by the Reserve Fund Study, any interest accumulating on the amount of the reserve

Fund may be transferred by the Board to the account maintained by the Corporation to satisfy Common Expenses, but otherwise the interest shall accumulate in the Reserve Fund.

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 sale by the owner, such owner shall not be entitled to any refund of the whole or any part of the contributions or deposits made from time to time by him to the Contingency Fund or the Reserve Fund, but all of his interest in the unexpended portion of the said Funds, if any, shall be transferred and enure to the purchaser of the Unit with whom the Member will make any necessary adjustments.

6. **Copies of Budget and Notices of Assessments**

A copy of the Budget for the ensuing fiscal year, together with a notice showing the amount assessed to each Member for such year for Common Expenses, shall be delivered or mailed by first class mail, postage prepaid, to each Member, and to each mortgagee who has notified his interest to the Corporation, not more than 21 days after the beginning of each fiscal year. Each Member shall be obliged to pay 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 of the first day of each and every month next following the delivery of such notice of assessment. Each Member shall, on or before the first day of the second month in each fiscal year deliver to the Corporation, or as the Corporation may direct in the notice of assessment, current bank account information from which bank account the Corporation shall withdraw the payments due from each owner during the ensuing twelve months via Electronic Funds Transfer (EFT). 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 is 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 its interest to the Corporation, a revised annual budget for the balance of such fiscal year and thereafter monthly contributions shall be determined and paid on the basis of such revised budget and each Member shall immediately provide to the Corporation such number of postdated cheques as there are months remaining in the fiscal year, in amounts equal to the difference between the original monthly contributions and the revised monthly contributions.

8. **Monies on Deposit**

All monies in the Corporation, except petty cash on hand or monies invested, shall be kept on deposit in a chartered bank or trust company carrying on business in the City of Fredericton, Province of New Brunswick or invested in an eligible security as defined in the Act.

9. **Conveyance of Unit**

No Member shall be liable for payment of any part of the Common Expenses assessed against his Unit prior to the transfer by him such Unit but payable by him subsequent thereto, provided that he or she first gives notice of such assessment to the transferee of the Unit.

10. **Statement of Account**

Within ten (10) days following written application therefore, the Board shall furnish any Unit 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 at the cost of the person requesting the statement, settling forth the following:

- (a) any assessments unpaid or payable as of such date, together with accrued interest thereon;
- (b) any accelerated monthly contributions remaining or payable as of such date;
- (c) the amount outstanding in the Contingency Fund or the Reserve Fund contributed or deposited or required to be contributed or deposited by the Unit owner, and
- (d) any other information requested that must be provided by the Board under the Act.

11. **Inspection of Books**

Upon written application therefore, the Board shall make the books of account and accounting records available at all reasonable times for inspection by a Member, or a mortgagee who has given notice for its mortgage to the Corporation or any person authorized in writing by either of them.

12. **Collection**

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

13. **Estoppel Certificates**

- (a) Any certificates issued by the Corporation to a mortgagee, purchaser, or other person dealing with a Member, to certify any Member's position with regard to assessments, contributions or otherwise, which has been signed by two officers of the Corporation under its corporate seal, if the Corporation has one, shall be binding upon the Corporation and all other Members and they shall be estopped from denying the accuracy of such certificate against such mortgagee, purchaser or other person dealing with the Member, but this shall not prevent the enforcement against the Member of all obligations of the owner whether or not improperly stated in such certificate.
- (b) When a Member, mortgagee, purchaser, or other person dealing with a Member applies for an estoppel certificate, the Corporation may charge a reasonable fee for labour and copying, such fee to be determined by the Board from time to time.

14. **Default in Payment of Assessment**

- (a) Arrears in payment required to be made under the provisions of this Article IX shall bear interest at a rate equal to 10% above the interest rate being paid from time to time by the Corporation to its chartered bank and shall be compounded monthly, not in advance, until paid and shall constitute a reasonable charge incurred by the Corporation in collecting unpaid amounts.
- (b) In addition to any remedies or liens provided by the Act, if any Member is in default in payment of an assessment levied against him for a period 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 X
DEFAULT**

1. **Notice of Unpaid Common Expenses**

The Board, whenever so requested in writing by a Member or a mortgagee who has given notice of its mortgage to the Corporation, shall promptly report to such Member or mortgagee any then unpaid Common Expenses due from, or any other default by, any Member, and any Common Expenses assessed or other money claims by the Corporation against any Member, which are 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 a Member, shall concurrently send a copy of such notice to each mortgagee of such Unit, who is entered on the Register and who has requested that such notices be sent to it.

**ARTICLE XI
RECORDS**

The Board shall cause to be kept the following records which shall be available for inspection at reasonable times by all Members and mortgagees who have given written notice to the Corporation:

- (a) a set of plans and specifications of the Building and of all alterations in the Building made by the Corporation or by the owner;

- (b) a log of all communications or complaints from owners relating to the duties of the Corporation and of the action taken;
- (c) minutes of all meetings of the Board;
- (d) minutes of all meetings of the Members;
- (e) financial records and books of account, including a chronological list of receipts and expenditures as well as a separate account for each Unit which shall contain the amount of each assessment of Common Expenses against each Unit, the date when due, the amount paid thereon and any amounts remaining unpaid;
- (f) a unit ownership register (the "Register") showing the names of the owners, as notified to the Corporation, the addresses for service of the Members, the names and addresses of all tenants, 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; and
- (g) all such other records as are required by the Act, including, but not limited to section 21 (1) thereof, the Declaration or the By-Laws.

**ARTICLES XII
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 stipulation:

- (a) No laundry shall be hung other than on the inside of a Unit and without limiting the generality of the foregoing, no laundry is to be hung on the railing of any balcony;
- (b) No screens, awnings or shades shall be erected over the 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 a Unit;
- (c) No portion of a Unit required by the Declaration to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation, without the consent in writing of the Corporation being first obtained;
- (d) No animal, reptile, livestock or fowl, other than a pet cat, dog, fish, turtle or caged bird (hereinafter referred to collectively as "pet"), unless such pet is deemed by the Board in its sole discretion to be: (i) a nuisance or (ii) from an aggressive breed; or (iii) which does, or will when fully grown, weigh more than 40 kilograms, shall be kept by any Member in any Unit, and in any event, no more than two pets may be kept in any one Unit;
- (e) Any Member who keeps any pet in his Unit does so pursuant to City of Fredericton *By-Law S-11*, and in particular, shall: (i) keep such pet under control, including, but not limited to, having such pet on a leash when in Common Elements; (ii) "stoop and scoop" and dispose of the pet's defecation and clean up after the pet; (iii) ensure that the pet does not create a nuisance through excessive noise; and (iv) at the request of the Board, remove such pet therefrom forthwith on receipt of a written notice from the Board requesting such removal;
- (f) Notwithstanding paragraph (c) above, the Board shall grant permission to any potential Owner at or prior to the date of Purchase of his Unit for any existing pet in excess of the weight limit set out above, which approval shall be valid for the duration of the pet's life, provided that this permission does not affect the Board's right to require the removal of the pet under sub-paragraph (e) or paragraph (f) of this Article XII;
- (g) Nothing may be thrown out of the windows or doors of a Unit;
- (h) No plumbing or electrical repairs or alterations within any Unit or within any partition, bearing or party wall, shall be made without the prior written consent of the Board;

- (i) No electrical or telephone 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, except as approved by the Board;
- (j) No more than one person shall occupy any part of a Unit under circumstances where such person is being charged for occupation or board, or otherwise, and at no time shall such charges be levied on a commercial or profit making basis, but this provision shall not prevent the leasing of the whole of such Unit;
- (k) No Unit shall be used for professional, business or commercial purposes or for any other purpose which involves the visitation of the public or the entering and leaving of the Building or the Unit by patients, patrons, clients or customers, including, without limitation, an office for a doctor, dentist, chiropractor or lawyer or for the purpose of the care of infants for remuneration, provided however that this restriction shall not prevent the use of a Unit as a home office provided that such use does not involve visitation to the Unit by the Public;
- (l) No signs, billboards, notices, or other advertising matter of any kind, including, but not limited to real estate signs, shall be placed on any part of a Unit until such time as the Declarant has sold all of the Units owned by it, and thereafter no signs, billboards, notices, or other advertising matter of any kind, including, but not limited to, real estate signs, shall be placed on any part of a Unit without the written consent of the Board first being obtained, provided that this paragraph shall not apply to the Declarant to prevent it from advertising for sale any Units in the Building still owned by it in any reasonable fashion it see fit;
- (m) All electrical appliances or equipment used in any Unit shall comply with the applicable regulations of appropriate authorities from time to time in force, and the existing electrical circuits shall not be over loaded;
- (n) All Members and occupants of Units shall exercise extreme care about making noise. A member or occupant will not cause or permit any unusual noise or disturbance in the Unit at any time that will interfere with the enjoyment of other Members or occupants in the building and in particular will refrain from loud playing of radios, musical instruments, television sets, or other sound making devices or equipment. No Member shall install a garberator or a Jacuzzi, except for a handicap, walk-in style tub or other therapeutic tub with prior written permission of the Board. No Member shall use laundry facilities in their Unit between the hours of 10:00 p.m. and 8:00 a.m. Any central vacuum unit shall be either muffled or be designed to have a noise suppression system. Noisy repairs such as carpentry shall only be carried out at times prescribed by the Board;
- (o) No person shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the Property or any part thereof;
- (p) No person 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;
- (q) 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;
- (r) No stores of any combustible, inflammable or offensive goods, provisions or materials shall be kept in any Unit; and no kerosene burning or other flame type auxiliary heating device of any kind shall be permitted to be used in any Unit or Common Element;
- (s) No structural changes or alterations shall be made inside or outside my Unit without prior written approval from the Board, after plans and specifications have been submitted for review. Such structural changes or alterations shall include, but shall not be limited to, alterations to the exterior doors, windows, screens, walls or other portions of the Building visible from the exterior;
- (t) 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 and cooling of the Unit by apparatus or equipment except for those uses approved by the Board;

- (u) No air conditioning equipment shall be installed in a Unit, except as exists upon the original purchase of that Unit from The Declarant, unless the design, construction, specifications and installations are approved by the Board; and
- (v) The covering of the interior surfaces of all windows, whether by drapes, shades or other items visible from the exterior of the Unit, shall only be permitted if it appears white or light beige from the exterior, or shall be subject to any requirement of the Board.

ARTICLE XIII PROVISIONS GOVERNING THE USE OF THE COMMON ELEMENTS

The rules and regulations with respect to the use of the Common Elements shall be initially those rules and regulations set forth in Schedule "A" of this By-Law Number 1, and thereafter any amendments, additions, deletions or changes therein from time to time shall be authorized by resolution passed by a majority vote at an annual or general meeting of the Members. Notwithstanding that the Common Element Rules are attached hereto as a schedule, they do not constitute nor form part of this By-Law, and such amendments, additions or deletions may be made by the Board as they in their discretion deem fit without being required to amend this By-Law No. 1.

ARTICLE XIV ENFORCEMENT BY THE CORPORATION

1. Initial Notice

In the event that any Member, or his family, guests, employees, agents or lessees, by an act or omission, whether wilful or negligent, fails to comply with the restrictions and stipulations respecting the use and occupation of his Unit as set out in Article XII or the Common Element Rules contained in Schedule "A" of this By-Law Number 1, the Board will provide notice in writing to the Member (the "Notice") of the breach including sufficient information regarding the nature of the breach, the time and duration of the breach and the expected remedy to the breach, if appropriate. The Notice may, where appropriate, also include a reasonable time period in which the Member can remedy the breach.

2. Second Notice

If the Member fails to remedy the breach within the time period set out in the Notice, or in the event that the breach in respect of which the Notice was given cannot be remedied (a "Single Occurrence Breach"), and the Member, or his family, guests, employees, agents or lessees breaches the same provision of Article XII or the Common Element Rules within one year of the original breach for which the Notice was given, the Board shall provide a second notice to the Member (the "Second Notice") setting out all the information contained in the Notice and a reasonable time period in which the Member can remedy the breach, together with a statement that if the Member does not remedy the breach within the time frame contained in the Second Notice, or if the breach is a Single Occurrence Breach, and the Member, or his family, guests, employees, agents or lessees breaches the same provision of Article XII or the Common Element Rules within one year of the second breach, that the matter shall be referred to the Corporation's solicitors pursuant to paragraph 3 of this Article XIV.

3. Solicitor's Notice

If after receiving the Second Notice the Member fails to remedy the breach within the time frame set out in the Second Notice, or, in the event the breach is a Single Occurrence Breach, the Member, or his family, guests, employees, agents or lessees breaches the same provision of Article XII or the Common Element Rules within one year of the breach for which the Second Notice was given, the Corporation shall refer the matter to the Corporation's solicitor who will cause a letter (the "Solicitor's Notice") to be sent to the Member by registered mail outlining the breach, to the steps the Corporation has taken to date and such other matters relating to the steps the Corporation will take in the event that the breach is not remedied, or if the breach is a Single Occurrence Breach, the Member, or his family, guests, employees, agents or lessees breaches the same provision of Article XII or the Common Element Rules within one year of the breach for which the Solicitor's Notice was given, together with the solicitor's account, including HST and disbursements, which will be paid by the Member; provided that if the solicitor's account is not paid within 30 days of being delivered, the Corporation shall pay the solicitor's account and shall collect the amount of the account from the Member as an additional payment of Common Expenses, which amount shall bear interest at the rate specified in the By-Law for unpaid Common Expenses and the Board may file a lien against the member's Unit in the form prescribed by the Act in the amount remaining unpaid by the Member for more than 30 days.

**ARTICLE XV
APPROVAL OF ALTERATIONS BY UNIT OWNERS**

1. Pursuant to the Declaration and these By-Laws, before making any alteration or repair to his Unit (the "Work"), a Member shall submit to the Board at least 30 days prior to commencement of the Work in a written statement of what he intends to do. Such statement shall be accompanied by sketches or drawings, only if necessary in the opinion of the Board, to explain the Work intended to be done. The Member desiring to make such alterations repairs shall not commence such Work until the Board replies in writing that such Work may commence.
2. All Work which involves only painting or otherwise redecorating the interior portions of the Unit is hereby approved.
3. The Board reserves the right to acquire further information regarding any submissions, referred to in paragraph 1 of this Article XV.
4. The Board shall render its decision within 30 days of receiving the following:
 - (a) the said written statement; and
 - (b) any requested additional information.

**ARTICLE XVI
BORROWING OF MONEY**

1. The board may from time to time: (a) borrow money from a chartered bank or other lending institution (herein called "the Bank") upon the credit of the Corporation; (b) may assign, transfer, convey, hypothecate, mortgage, charge or pledge to or in favour of the Bank any property of the Corporation, real or personal, movable or immovable, present or future, including book debts and unpaid calls, rights, powers, undertakings, franchises and the Corporation's own debentures, as security for the fulfillment of any liability 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 (c) 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, in such amounts and on such terms as the Board considers advisable, upon receiving the consent of Members owning at least sixty percent (60%) of the Common Elements obtained at a duly called meeting of the Members called for the purpose of obtaining such consent.
2. The Board may authorize any one or more directors, officers, employees or agents of the Corporation to exercise any of the rights, powers and authorities conferred by this Article XVI upon the Board.
3. This Article XVI shall continue in force as between the Corporation and the bank until;
 - (a) a By-Law repealing this Article shall have been validly passed and confirmed;
 - (b) a copy thereof, duly certified under the seal of the Corporation, shall have been delivered to the Bank; and
 - (c) a copy thereof has been accepted for registration in accordance with the Act.

**ARTICLE XVII
MISCELLANEOUS**

1. Severability

The invalidity in whole or in part of any Article or Articles, paragraph or paragraphs, or clause or clauses contained in this By-Law shall not affect the validity of the remaining portions of such Article or Articles, paragraph or paragraphs, clause or clauses of this By-Law.

2. Interpretation

(a) In this By-Law, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders; and words importing persons shall include companies, corporations, partnerships and any number of aggregate of persons wherever the context so requires.

(b) 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 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 or 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 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.

SIGNED this _____ day of _____, 2014.

WEST HILLS GOLF CLUB LTD.

by: _____

SCHEDULE "A"
**RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON ELEMENTS NOT
FORMING A PART OF THIS BY-LAW NO. 1**

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 boat or motor vehicles, including, but not limited to, recreational vehicles and heavy commercial vehicles other than private passenger automobiles shall be parked in any parking space within the Common Elements, other than those parking spaces specifically identified by the Board as being for such purpose.
3. No motor vehicle shall drive on any part of the Common Elements other than on a driveway or parking space provided for that purpose.
4. Parking spaces are for the use of the Member of the Unit to which the parking space is assigned by the Board of Directors. Vehicles parked in violation of this Rule shall be towed at the vehicle owner's expense.
5. A member (the "lessor") may lease the parking space assigned to his Unit to another Member or the Corporation (the "lessee"), provided that if the lease is to another Member, the lease shall include, or be deemed to include, a provision for (i) the immediate termination of the lease upon the sale of the Lessor's Unit or of the Lessee's Unit; and (ii) the immediate termination of the lease upon the lessee being deprived of possession or ownership of his Unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against the Unit.
6. Tents, boats, snowmobiles, trailers, 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. This shall not preclude the entry on the Common Elements of necessary services vehicles.
7. Repairs to motor vehicles or automobiles, snowmobiles, trailers or boats shall not be carried out on the Common Elements.
8. A private passenger automobile which is not being used from day to day 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.
9. 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 Members.
10. The stairway and other parts of the Common Elements designed for passage shall be used for that purpose only and shall not be obstructed by bicycles, baby carriages, parcels or other objects.
11. No one shall harm, mutilate, destroy, alter or litter upon any of the landscaping work on the Property, including grass, trees, shrubs, hedges, flowers, or flowerbeds and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of the lawns from time to time.
12. No animal, fowl or pet of any kind shall be kept on any part of the Common Elements.
13. No stores of coal or any combustible, flammable or offensive goods, provisions, or materials including, but not limited to, oily rags, refuse, firearms, ammunition or explosives shall be kept on any part of the Common Elements including the Limited Common Elements.
14. No Member shall do or permit to be done anything in the Common Elements which would in any way increase the risk of fire or other perils, or increase any insurance premiums paid by the Corporation or another Member.
15. No building or structure shall be erected, placed, located, kept or maintained on the Common Elements without prior written consent.

16. Limited Common Elements shall be kept clean, free of obstacles and free of refuse of any kind, jointly by the Members who have the use of these Limited Common Elements.
17. The Members agree not to store any food or similar items in any indoor storage space that may be assigned to the Member by the Board.
18. No part of the Common Elements, including the Limited Common Elements, shall be used for the erection, placing or maintaining of clotheslines, 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.
19. No television antennae, satellite dishes, aerial or tower and appurtenances thereto shall be erected on any part of the Common Elements.
20. No signs, billboards, notices or other advertising matter of any kind including, but not limited to, real estate signs, shall be placed on any part of the Common Elements, until such time as the Declarant has sold all of the Units owned by it, and therefore no signs, billboards, notices or other advertising matter of any kind including but not limited to, real estate signs, shall be placed on any part of the Common Elements without the written consent of the Board first being obtained, provided that this paragraph shall not apply to the Declarant to prevent it from advertising for sale any Units in the Building still owned by it in any reasonable fashion it sees fit.
21. No person shall do anything that will be noisy or offensive in the Common Elements, so as to interfere with the enjoyment by any Member of the Common Elements or his Unit.
22. Parking areas not designed as exclusive use, as provided for in the Declaration, may be allocated at the discretion of the Board to such person in such number and for such rentals as the Board shall decide.
23. Parking areas designed by the Board for parking of recreational vehicles or such other vehicles as the Board may approve, and any indoor storage spaces may be allocated at the discretion of the Board to such persons on such terms and for such rentals as the Board shall decide.
24. Moving furniture, equipment and tools in and out of the Units shall be governed by such rules as the Board may make from time to time.
25. Without prior written permission of the Board no one shall:
 - (a) modify the Common Elements;
 - (b) erect or plant shrubs, hedges, trees or bushes on the Property;
 - (c) affix any fences on the Property; or
 - (d) cut down, prune, remove or alter any trees on the Property.
26. A member shall be responsible for the expense of any maintenance, repair, replacement of or damage to the Common Elements rendered necessary by his act, by the actions of any occupant of his Unit or by the actions of his or his occupant's family, guests, employee, agents or lessees.
27. No rugs, clothing, towels or other objects shall be dusted, shaken, hung or cleaned by beating or sweeping within the Common Elements or from or on the balconies or decks. Nothing shall be hung or left on any balcony or deck that will detract from the outward appearance of the Building. This prohibition shall include, but not be limited to, laundry, bathing suits, towels, beach mats and mops.
28. Decks and balconies shall not be used as storage areas.
29. All persons shall exercise care at all times about making excessive noise. An occupant or owner will not permit any excessive noise or disturbance on the Common Elements at any time that will interfere with the enjoyment of other owners or occupants of their Units or the

Common Elements, and in particular, they will refrain from the playing of radios, musical instruments, television set or other sound making devices or equipment within the Common Elements in a manner so that they can be clearly heard in any Unit.

30. Excessive noise, loud talking, slamming of doors, racing of engines and use of horns is prohibited everywhere on the Common Elements.
31. Members, except in their capacity as directors or officers of the Corporation, who are performing their duties under the Declaration and By-Laws of the Corporation shall not give direct orders or direction to any employees of the Corporation.
32. As per section 3.03 of the Declaration, there shall be no smoking at any time in any of the Common Elements, except in the rear deck and front patio areas as shown on a Survey Plan, "Bobak Place Townhome Condominium", as prepared by Surtek Group Ltd., signed by John L. Prime, NBLs, and approved for submission for registration by the Director of Condominiums, Andre Benoit and filed in the Land Titles Office for the District of New Brunswick jointly with the Declaration.

WE HEREBY CERTIFY that the foregoing are the initial Common Element Rules as referred to in the By-Law, Number One of the Condominium Corporation No. 677548

WEST HILLS GOLF CLUB LTD.

by: _____