

FORM 15 - Condominium Act

Corporation By-Laws

To the Registrar of Condominiums:

Halifax County Condominium Corporation No. 155, certifies that:

1. The attached by-law(s) was/were made by the members of the Corporation at a meeting held on 14 day of April, 2022, for that purpose;
2. Members of the Corporation who own at least sixty percent (60%) of the common elements voted in favour of the attached by-law(s);
3. The attached by-law(s) was/were made in accordance with the Act, the Declaration and By-laws of the Corporation.

Witness the seal of the Corporation duly affixed by the authorized Officers of the Corporation, on this 12 day of July, 2022.

HALIFAX COUNTY CONDOMINIUM
CORPORATION NO. 155

PER: _____

Al Miller

Al Miller - President

PER: _____

Susan Tiore

Susan Tiore - Director.

H C.C.C. NO. 155
ACCEPTED FOR REGISTRATION
THIS 3 DAY OF August
A.D. 2022

Eileen Battist

DEPUTY REGISTRAR OF CONDOMINIUMS

BY-LAWS

HALIFAX COUNTY CONDOMINIUM CORPORATION
NUMBER 155

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BY-LAW NUMBER II

BE IT ENACTED as By-law Number II of Halifax County Condominium Corporation No. 155 (the "Corporation") as follows:

Bylaw Number I and Bylaw Number I Amendment (1997) are hereby deleted in their entirety and replaced by this Bylaw Number II of Halifax County Condominium Corporation No. 155.

ARTICLE I

DEFINITIONS

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

1. **ACT** means the Condominium Act, Statutes of Nova Scotia, 1989, Chapter 85, and amendments thereto and Regulations made pursuant thereto.
2. **BOARD** means the Board of Directors of the Corporation.
3. **CORPORATION** means Halifax County Condominium Corporation Number 155, a corporation created under the Act, by the acceptance for registration of the Declaration and the Description.
4. **DECLARANT** means the Declarant in the Declaration, MCL Investments Limited.
5. **DECLARATION** means the Declaration respecting the land submitted for acceptance for registration by the Registrar of Condominiums registered in the Office of the Registrar of Deeds at Halifax and filed at the Office of the Registrar of Joint Stock Companies at Halifax and all amendments thereto.
6. **DESCRIPTION** means the Description respecting the land filed with the Declaration.
7. **LAND** means the freehold land described in the Description.
8. **MEMBERS** means the owners from time to time.
9. **TERMINATION** means the termination of the government of the property by the Act and includes termination as a result of damage.
10. Any other words and phrases which are defined in the Act shall have the meaning given to them by the Act.

ARTICLE II

THE CORPORATION

1. **Seal Of Corporation** The Corporation shall have a seal in the form impressed in the margin hereof. It shall at no time be used except by authority of the Board previously given, and in the presence of at least two members of the Board who shall sign every instrument to which the seal is affixed. The secretary shall be responsible for the custody of the corporate seal.

2. **Office** The office of the Corporation shall be at the offices of Halifax County Condominium Corporation Number 155, Halifax, in the County of Halifax, Province of Nova Scotia, or at such other address within the County of Halifax, Province of Nova Scotia as the Board may notify its members from time to time.

3. **Fiscal Year** The fiscal year of the Corporation shall end on the 31st day of December in each year or on such other date as the Board by resolution may determine.

4. **Duties Of The Corporation** The duties of the Corporation are to manage the property and any assets acquired by the Corporation in connection with the use and enjoyment of the property, to prepare budgets and collect common expenses with a view to maintaining financial stability and to provide such services to the owners as are specified in the Act, the Declaration or the By-laws. Without limiting the generality of the foregoing, the duties of the Corporation include the following:
 - (a) To collect and receive all contributions towards the common expenses from the owners, or from any mortgagee if the same are collected by a mortgagee, and deposit the same in a separate account with a chartered bank, loan or trust company;

 - (b) To keep accurate accounts of the financial transactions involved in the performance of its duties and the exercise of its rights and send to each owner annual audited statements with respect thereto;

 - (c) Within ninety (90) days after the end of each fiscal year and ten (10) days or more before the annual meeting of owners to deliver or mail to each owner, the Registrar of Condominiums, and to each mortgagee who has notified his interest to the Corporation, a copy of the Corporation's audited financial statements for the preceding fiscal year prepared and certified by the auditors of the Corporation and signed by two Directors;

- (d) For the purpose of complying with the provisions of the Act and the Declaration with respect to insurance, to do all acts and things and to take out and maintain such insurance as the Board may from time to time deem advisable;
- (e) To control, manage and administer the common elements for the benefit of all the owners and for the benefit of the entire condominium project, and to maintain such staff as may be required to carry out at all times promptly and efficiently its duties in such management of the property;
- (f) To repair and maintain the common elements in accordance with the provisions of the Act and the Declaration;
- (g) To keep the common elements clean and suitably decorated and to maintain the same in appearance, including, without limiting the generality of the foregoing, clipping, edging, mowing and such similar gardening and landscaping services, but specifically excluding, nevertheless, the removal of ice and snow from the limited common elements appurtenant to the units;
- (h) To purchase fuel oil, natural gas, electricity, water and other public utilities for use in the common elements and to purchase and provide water and hot water to the residential units;
- (i) To effect compliance by the owners of units with the Act, the Declaration and the By-laws;
- (j) To obtain and maintain fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation.

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

- (a) All things reasonably necessary for the performance of the duties under the Act, the Declaration, the By-laws and the Common Element Rules and generally to manage the property and the assets of the Corporation; and

- (b) Employing and dismissing any and all personnel necessary to carry out the duties and the powers of the Corporation and for the maintenance and operation of the common elements; and
- (c) Adoption and amendment of rules and regulations concerning the operation and the use of the property; and
- (d) Employing a general manager, at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize subject to ratification by a By-law of the Corporation; and
- (e) Obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, in such manner as the Board may deem reasonable; and
- (f) Investing reserves held by the Corporation provided that such investments shall be those permitted by the Trustee Act, R.S.N.S. 1989, Chapter 479 and amendments thereto and convertible into cash in not more than ninety (90) days; and
- (g) Settling, adjusting, compromising or referring to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation; and
- (h) 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 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 sanction of owners owning sixty-six and two-thirds percent (66 2/3%) of the common elements of the Corporation; and
- (i) Purchasing, hiring or otherwise acquiring property for use by the unit owners in connection with their enjoyment of the common elements, and for use in the management and maintenance of the common elements and the property, except the units; and

- (j) Making any agreement with any unit owner or occupier of a unit for the provision of amenities or services or payment of the same; and
- (k) Granting to any unit owner the right of exclusive use and enjoyment of any part of the common elements or special privileges in respect thereof and to revoke any grant so provided on reasonable notice; and
- (l) Entering into contracts for the repair and maintenance on a continuing or periodic basis of any part or parts of the common elements or of installations contained in the units and subject to easements for services to the common elements or other units but no such contract shall extend to more than two (2) years unless approved by By-law.

ARTICLE III

MEETING OF MEMBERS OF THE CORPORATION

1. **First Meeting** A meeting of the members shall be held within forty-five (45) days after the Declarant has conveyed fifty percent (50%) of the units in the Condominium project.
2. **Annual Meetings** Each annual meeting shall be held not later than fifteen (15) months after the first meeting of the members of the Corporation and, thereafter, an annual meeting of the members shall be held once in each calendar year and not more than fifteen (15) months shall elapse between the date of one annual meeting and that of the next.
3. **General Meetings** All meetings, other than the annual meeting and the first meeting, shall be called general meetings.
4. **Place Of Meetings** All meetings of the members of the Corporation shall be held at such place within the County of Halifax, Nova Scotia, as the Board may from time to time determine.
5. **Calling General Meetings** The Board, may, whenever it thinks fit, convene a general meeting. The Board shall, upon receiving a petition in writing signed by the owners or mortgagees or any combination thereof entitled to vote with respect to twenty-five percent (25%) of the units and delivered to the Secretary of the Corporation, send out a Notice to convene a general meeting within fifteen (15) days of receipt of such petition.

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

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

7. **Quorum** At any meeting of members of the Corporation, a quorum shall be constituted when persons entitled to vote and owning not less than thirty percent (30%) of the common elements are present in person or represented by proxy at such meeting and not fewer than two (2) persons entitled to vote are present in person.

8. **Adjournment For Lack Of Quorum** If within thirty (30) minutes after the time appointed for the holding of any meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at such place and time as the Board may determine. Notice of the time and place of the adjourned meeting shall be given not less than three (3) days prior to the convening of such meeting in the same manner as notices for all other meetings, except as to the time of notice. If, at the adjourned meeting, a quorum is still not present within thirty (30) minutes from the time appointed for the meeting, then the members or persons entitled to vote who are present in person or represented by proxy at such meeting shall be deemed to constitute a quorum and may transact all business which a full quorum might have done.

9. **Voting** Votes may be made either personally or by proxy. At all meetings any question shall be decided by a show of hands unless a poll is demanded by a person entitled to vote who is present in person or by proxy. The Chairman 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 Chairman 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.

10. **Polls** If at any meeting of members a poll is demanded and be not withdrawn, it shall be taken in such manner as the Chairman directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

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

12. **Number of Votes** On a show of hands, or on a poll, each member present in person or by proxy shall have one vote. If any person present is representing himself as well as one or more proxies, he shall be entitled to one vote for each person he is representing including himself. In the event a poll is demanded, the votes shall be counted in accordance with the voting allocations as designated in Schedule "C" of the Declaration for Halifax County Condominium Corporation No. 155.

13. **Appointment Of Proxy** Every member or mortgagee entitled to vote at meetings may by instrument in writing appoint a proxy, who need not be a member or a mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the member or mortgagee were present at the meeting. The instrument appointing a proxy shall be signed by the appointer, or his attorney authorized in writing, or if the appointer is a corporation, either under its corporate seal or under the hand of an officer or attorney so authorized. A proxy may be general or for a particular meeting or restricted to a particular purpose and shall be deposited with the Secretary of the Corporation prior to the time of any meeting at which it is to be used before any vote is cast under its authority. Any proxy may be revoked by notice in writing filed with the secretary before the time of the meeting or by the appointer's attendance at the meeting.

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

15. **Representatives** An executor, administrator, guardian, trustee or other person acting pursuant to Section 37, (3) or (4) of the Act (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) shall, upon filing with the Secretary of the meeting sufficient proof of his appointment, represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member represented. If there be more than one executor, administrator, guardian, trustee or person acting, the provisions of paragraph 14 of this Article shall apply.

16. **Vote Of Mortgagee** A mortgagee shall only be entitled to exercise the rights of a unit owner if the mortgagee is a mortgagee in possession as set out in the Act. If a mortgagee becomes a mortgagee in possession, then they shall be afforded all of the rights and responsibilities of a unit owner under the Act, Declaration, By-laws and Common Element Rules and Regulations.

17. **Entitlement Of Vote** Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution must be unanimous, no member is entitled to vote at any meeting unless all the contributions to the Corporation, payable in respect of his unit, have been paid to the date of such meeting; provided, however, that the terms of this paragraph shall also apply to a mortgagee in possession set out in paragraph 16 of this Article III.

ARTICLE IV

BANKING ARRANGEMENTS AND CONTRACTS

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

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

ARTICLE V

DUTIES OF THE DECLARANT

The Declarant shall perform all the duties of the Corporation set forth in this By-law up to the date of appointment of directors by the Declarant provided for in the Declaration or until the first general meeting, whichever first occurs, and thereafter the Corporation shall assume all of its duties as herein set forth; and the Declarant shall prepare and adopt a budget for the Corporation for the period from the date of the registration of the Declaration and Description until the first fiscal year end.

ARTICLE VI

MANAGEMENT OF THE PROPERTY

Notwithstanding clause (f) of Section 14.02 of the Declaration, 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 after the initial Management Agreement for more than two (2) years must be approved by a vote of owners representing at least sixty-six and two thirds percent (66 2/3%) of the common elements that has occurred after the Board of Directors are elected in accordance with the Act. In such agreement or agreements, the Corporation may delegate to such person or persons, corporation, or firm all of its powers and duties, including the collection of common expenses, but not including the assessment of common expenses, and those powers and duties that are specifically required by the Condominium Act to be exercised by the Corporation or by its Board of Directors.

ARTICLE VII

RECORDS

The Board shall cause to be kept the following records:

- (a) a set of architectural plans and specifications of the building and of all alterations in the building made by the Corporation or by an owner receiving prior consent of the Board; and
- (b) a log of all communications or complaints from owners relating to the duties of the Corporation and of the action taken; and
- (c) minutes of all meetings of the Board; and
- (d) minutes of all meetings of members of the Corporation; and
- (e) financial records and books of accounts, including a chronological list of receipts and expenditures as well as a separate account for each unit which shall contain the amount of each assessment of common expenses against each unit, the date when due, the amount paid thereon and any amounts remaining unpaid; and
- (f) a unit ownership register showing the names of the owners, as notified to the Corporation, the addresses for service of the owners, the proxies from time to time in force and the names and addresses for service of all mortgagees who from time to time give notice of registration of their mortgages to the Corporation;
- (g) all items provided to the Corporation by the Declarant pursuant to Section 17 of the Condominium Act, and any amendments thereto.

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

ARTICLE VIII

PROVISIONS GOVERNING THE USE OF THE COMMON ELEMENTS

The rules and regulations with respect to the use of the common elements of the Corporation shall be initially those rules and regulations as set forth in Schedule "A" of this By-law Number III, and thereafter any amendments, additions, deletions or changes therein from time to time shall be proposed as follows:

- (a) The Board of Directors may propose new rules or amend or repeal existing rules respecting the use of the common elements to promote safety and security of the members and property or to prevent unreasonable interference with the use and enjoyment of the units and common elements;
- (b) A rule proposed to be made, amended or repealed by the Board of Directors is not effective until such time as the Board provides the members of the Corporation with notice of the proposed rule in the prescribed form, which notice must include a form to allow the unit member to object to the rule;
- (c) Where the Board does not receive a notice of objection within ten (10) days of delivery of the notice of rule, the rule is in force until it is ratified by a majority of the members present at the next general meeting of the members with the requisite quorum;
- (d) Where a Board receives a notice of objection from an owner, the proposed rule has no force and effect unless the rule is ratified by a majority of the members present at the next general meeting of the members with the requisite quorum;
- (e) A rule that is not ratified at a meeting pursuant to this section is of no further force or effect.

ARTICLE IX

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 or clause or clauses in this by-law.

2. **Interpretation** In this by-law, words importing the singular include the plural and vice versa; words importing the masculine gender shall include the female and neuter gender; and words importing person shall include companies, corporations, partnerships and any number or aggregate of persons wherever the context so requires.

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

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

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

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

SCHEDULE "A"

RULES AND REGULATIONS GOVERNING THE USE OF THE COMMON ELEMENTS

GENERAL

1. The sidewalks, halls, entry, passages and stairways of the building shall not be used as a play area and shall not be obstructed by any of the occupants or used for any other purpose than for ingress and egress to and from their respective apartments. Walkways may not be used by tradesmen or workers of any craft to store, size or cut any material or object of any kind. All work must be carried out within owner's unit or parking space, with cleanup of such parking space.
2. No footwear, mats or any other items shall be left in the halls.
3. No sign, advertisement or notice shall be affixed on any part of the inside of the building except on Bulletin Boards provided.
4. No owner or occupant may alter or remove any furniture, furnishings or equipment from the common elements.
5. An owner shall be liable for the expense of any maintenance repair, replacement or damage to the common elements rendered necessary by its acts or by those of any member of its family or guests, employees, agents or lessees, including contractors and moving companies.
6. Doors to hallways must never be left open.
7. All occupants shall exercise extreme care at all times about making noise. An occupant will not permit any unusual noise or disturbance on the premises at any time that will interfere with the enjoyment of other occupants in the building and in particular will refrain from loud playing of radios, all musical instruments, television sets or other sound equipment. Noisy repairs such as carpentry shall normally be carried out on weekdays only, from 8:00 a.m. to 5:00 p.m. If work is required at other times, permission is to be sought in writing via the superintendent. No permission will be granted on Sundays unless deemed a necessary emergency.
8. Heat pump/air conditioner units shall not be installed without approval from the Board of Directors, after plans and specifications have been submitted to the Board for review. An owner, at all times, must ensure that the unit does not generate unusual noise or disturbance that interferes with the enjoyment of other occupants in the building.

9. Except as otherwise herein provided, no stores of any combustible or offensive goods, provisions or materials shall be kept upon the premises. No kerosene burning or other flame-type auxiliary heating device of any kind shall be permitted to be used in any unit or common area. No occupant shall do, or permit anything to be done in said premises or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire Insurance on the building, or on property kept therein, or obstruct or interfere with the rights of other occupants or in any way injure or annoy them, or conflict with the laws relating to fires with the regulations of the HRM Fire Department or Provincial Fire Marshall or with any insurance policy upon the building or and part thereof or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
10. Registered mail addressed to individual owners or renters will not be accepted by the Corporation or its employees unless the addressee gives prior permission in writing. However, parcels and other such deliveries may be accepted by employees and delivered to individuals.
11. Owners shall not be permitted to give direct orders or direction to any employees of the Condominium. All requests for service shall be directed in writing to the manager's office, except for emergency situations.
12. No structural changes or alterations shall be made inside or outside any apartment residence. This shall include alterations to the exterior doors, windows, screens, walls or other portions of the building visible from the exterior, without prior written approval from the Board of Directors, after plans and specifications have been submitted for review. No additional locks that are visible from the corridor shall be placed upon any door of the building without the written consent of the Board.
13. All commercial deliveries to the premises of furniture, household goods and supplies shall be brought into the building through the service entrance and delivered to the premises via the elevator.
14. Grocery carts provided are intended for the use of all residents and must be returned immediately after use.
15. No owner or occupant of any unit shall install wiring for electrical, telephone or TV without the prior written consent of the Board of Directors. No antennae for ham radios, TV or other communication systems will be permitted that are visible from the exterior or interior of the building.
16. No painting or decorating of halls, doors or other common areas shall be carried out by the occupants.

17. Residents shall be familiar with the approved HRM Fire Department Fire Safety Plan and follow its recommendations regarding potential emergencies.
18. HCCC #155 is a non-smoking condominium. Smoking is prohibited throughout the property, including on all common elements.

PARKING, AUTOMOBILES AND OTHER MOTORIZED VEHICLES

1. Automobiles and other motorized vehicles belonging to occupants shall be parked in their assigned spaces only.
2. Assigned parking spaces shall not be reassigned and/or rented to individuals who do not reside in the Condominium. When not being used by the assigned occupier, the Unit Owner shall notify the Board in writing with respect to the name and address of the occupier, as well as the make and type of vehicle and its license number.
3. The parking of vehicles in unauthorized areas is prohibited and such vehicles may be towed away and stored at the expense of the vehicle owner. Unit owners shall be responsible for compliance of this rule by their visitors and invitees and shall bear all costs of enforcement.
4. No automobiles or other motorized vehicles may be parked in a manner which blocks the ingress and egress of other vehicles or in any area designated for commercial use.
5. No parking is allowed at any time in front of the building entrances, except for emergency vehicles. These areas are reserved for discharging and picking up passengers.
6. Excessive noise, loud talking, slamming of doors, racing of engines and the use of horns is prohibited everywhere on the premises.
7. Only emergency car repairs may be made anywhere on the premises, including the inside parking area.
8. Vehicles must be driven slowly when entering and leaving the indoor parking area with their headlights on. For security and safety reasons, when entering or exiting the garage drivers shall stop and wait for the overhead door to close before proceeding further.
9. No automobile or other vehicle washing is permitted.

10. Parking areas not designated as an exclusive use, as provided for in the Declaration shall be allocated at the discretion of the Board of Directors, to such persons in such numbers and for a rental amount and rental period as the Board of Directors shall decide.
11. Motorcycles, mopeds, snowmobiles and other engine powered vehicles must be stored inside, in a rented automobile parking space. Such vehicle may be parked or stored together with an automobile provided that the owner of the space gives permission and neither the automobile nor other vehicle is in the way of others parking adjacent to or driving past said storage. All motorized vehicles kept on the premises must hold a valid provincial registration and be in good working order.
12. No occupant shall keep or park on the common elements any trailers, vans, campers, boats, trucks or motorboats without permission of the Board, it being intended that the only vehicles permitted to be kept on the Condominium property by occupants, their guests, licensees, invitees or assigns will be customary private passenger vehicles. This restriction shall not preclude the entry on the common elements of necessary service vehicles.

BICYCLES

1. Bicycles shall be stored in the underground parking garage in the areas designated from time to time by the Board.
2. Bicycles are not to be parked, chained to or left outside the building at any location or in any other common area.
3. Bicycles are not permitted in the lobby area and cannot be transported by elevator.

PETS

No pets or animals shall be kept or maintained in or about the Condominium property, except dogs and cats (referred to herein as "Pet" or "Pets") subject to the following terms and conditions:

1. Pets must not be curbed near the building, walkways, shrubbery, gardens or any other public space. Pets must be walked off the Condominium property.

2. Owners shall assume full responsibility for any damage to persons or property caused by their pet and in the event such pet shall foul any public area, it is the owner's responsibility to clean up.
3. Pets shall be permitted in the main entrance, lobby and other public areas for the purpose of ingress and egress and must be under the control of its owner or other responsible person at all times.
4. Any pets brought into the building by visitors or guests must abide by all the rules pertaining to pets as herein specified and the occupant shall be held responsible. No visiting pets which are deemed by the Board in its sole discretion to be a nuisance shall be kept by any visitor or guest in any unit or on any part of the property.
5. All pets must be registered with the Board or its Representative. The right to maintain a "Pet", subject to the conditions herein set forth, is in the nature of a conditional license and is subject to revocation and termination at any time by the Board of Directors, in their sole discretion, if such pet is either vicious or is annoying other owners, is otherwise a nuisance or upon failure of an owner to comply with the Rules and Regulations of the Condominium Corporation pertaining to pets. All costs associated with enforcement of the PET REGULATIONS shall rest with the pet owner.
6. No pets shall be permitted or maintained in the hallways and/or other common areas of the property, except for the purposes of ingress and egress. All pets are to be restrained on a leash within the common interior areas, such as the hallways and parking garage. This requirement is to ensure the safety of residents and guests.
7. Pets must be under the control of their respective owners or other responsible persons at all times.
8. Pets are not to be kept unattended on balconies.

BARBECUING

1. Barbecues are allowed on balconies only. The use of charcoal barbecues or grills of any size are not permitted on balconies.
2. The barbecue must be at least eighteen (18) inches away from the exterior wall.
3. Empty propane tanks must be taken off property and cannot be stored on the balconies.

4. Make certain that propane tanks are always stored outside and that the tank is turned off at the valve when cooking is finished.

BALCONY AREAS

1. No alteration or addition shall be made to balcony areas or outside walls of the building, including painting. No enclosures of any type are permitted without the approval of the Board of Directors.
2. No objects shall be placed upon a balcony so as to create a risk that the object shall fall from the balcony.
3. No rugs, clothing, towels or other objects shall be dusted, shaken or hung from the balconies or cleaned by beating or sweeping. Nothing shall be hung or left on the balcony 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.
4. Nothing shall be thrown or dropped from the balconies.
5. Birds or other animals shall not be fed from balconies or in any part of the common areas of the condo property.
6. Balconies shall not be used as storage areas.

ELEVATORS

1. Smoking in elevators is prohibited.
2. Occupants must receive the superintendent's permission at least 48 hours before moving furniture or household effects in or out of the building. Preferably, furniture shall be moved only by professional movers from 8:00 a.m. through 5:00 p.m, Monday to Saturday.

LOCKERS AND STORAGE

1. No item which creates a risk of fire, explosion, leakage or odor shall be stored in the storage rooms.

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2. The Corporation will not be responsible for loss of or damage to any property in the storage rooms occasioned by any cause whatsoever.
3. Occupants storing goods in unauthorized areas, including but not limited to hallways, foyers, parking garage or other common areas will have seven (7) days to remove said goods after notice in writing from the Corporation. If the goods are not removed after seven (7) days notice, the Corporation may dispose of them.

