

**WHITEHORSE CONDOMINIUM CORPORATION NUMBER 124
BYLAW NUMBER 1**

The following is hereby enacted as a Bylaw of Whitehorse Condominium Corporation No. 124
(the "Corporation"):

ARTICLE I DEFINITIONS

In these Bylaws, unless the context or subject matter requires a different meaning:

"Act"	" Act" means The Condominium Act, R.S.Y., 2015, c. 4, as amended from time to time
"amendment"	includes an addition to or replacement of the document being amended;
"board"	means the board of the corporation;
"buildings"	includes infrastructure and other improvements to land;
"bylaws"	means these bylaws of the corporation, as amended from time to time;
"common assets"	means: a) personal property held by or on behalf of the condominium corporation, and b) real property, registered in the name of or held on behalf of the condominium corporation that i. is not shown on the condominium plan, or ii. is a unit shown on the condominium plan;
"common expenses"	means: a) the costs of properly maintaining, repairing and, when necessary, replacing the common property and any common assets, b) the costs of administering the common property, any common assets and the corporation itself, such as management fees, bookkeeping, office expenses, professional fees, and the costs of holding meetings, c) the costs of insurance for the common property and for directors serving on the board, and d) any other costs properly incurred by the condominium corporation for achieving its objects
"common property"	means all parts of the land and buildings shown on the condominium plan that are not part of a unit, and all electrical, plumbing and other facilities described in Section 22 of the Act, but does not include: a) roads, public utilities or reserves vested in the Commissioner by virtue of subsection 20(1) of the <i>Subdivision Act</i>, nor b) lands dedicated to the public use and vested in a municipality or other government by virtue of subsection 315(7) of the <i>Municipal Act</i>;
"condominium corporation"	means a corporation created under the Act
"condo fee"	means the monthly installment, calculated under Section 128 of the Act, by which a unit owner pays the unit's annual assessment for: a) its share of the common expenses b) its reserve fund contribution, and c) its contribution to any other funds established by the condominium corporation under Section 129 of the Act;
"condominium plan"	means a plan of survey that complies with Section 6 of the Act and includes a) an amended condominium plan referred to in Part 10 of the Act, and b) a plan relating to development in phases referred to in Section 6 of the Act;

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“corporation”	means, except where the context indicates otherwise, a condominium corporation;
“declaration”	means a declaration described in Section 9 of the Act and includes: a) the schedule of unit entitlement, b) the schedule of voting rights, and c) any amendments to the declaration including its schedules;
“electrical, plumbing and other facilities”	means all pipes, wires, cables, chutes, ducts and other facilities or systems for the passage or provision of air, water, sewage, drainage, gas, oil, electricity, telephone, radio, television, internet, garbage disposal, heating, cooling, fire suppression or other similar services;
“eligible voter”	means a person who is entitled to exercise a unit’s vote under Section 97 of the Act;
“emergency maintenance”	emergency needs are defined as any situation that poses a threat to the safety of residents or the integrity of the complex,
“exclusive use common property”	means common property designated under Section 23 of the Act for the exclusive use of the owners of one or more units e.g. balconies;
“family”	means a married couple of opposite or same sex and the children, if any, of either or both spouses; a common law couple of opposite or same sex and the children, if any, of either or both partners.; a single parent of any marital status with at least one child living in the same home.
“financial statements”	means statements prepared in accordance with generally accepted accounting principles that include: a) a statement of assets and liabilities, b) a statement of revenues and expenses, and c) any other statements, information or documents respecting the financial position of the condominium corporation and the results of its operations that may be required by the Act, Regulations or Bylaws;
“general meeting”	of the condominium corporation means an annual general meeting or a special general meeting of unit owners and eligible voters of the corporation;
“interest rate”	means that rate of interest per annum which may be or shall become payable hereunder by an owner in respect of monies owing by them to the corporation and shall be equal to eighteen (18%) percent per annum (or at such other rate of interest as may be approved by ordinary resolution) on the earlier date on which any portion of the said monies becomes due and payable by an owner;
“management contract”	means an agreement entered into by or on behalf of the condominium corporation for the provision of management services, with or without exceptions or additional services as may be agreed, in relation to a) the general administration and management of the affairs of the corporation, or b) the general administration and management of the common property and common assets;
“operating fund expenses”	means the common expenses which are payable by a condominium corporation out of its operating fund under paragraph 129(1)(a) of the Act;
“ordinary resolution”	means a resolution a) passed at a general meeting by more than 50 percent of the votes cast by eligible voters who voted in respect of the resolution, or b) passed in a written resolution signed by more than 50 percent of all eligible voters;
“owner”	in respect of a unit, means the unit owner of the unit;
“parking unit”	means an area that is specifically designated for the parking of vehicles;

“reserve fund expenses”	means the common expenses payable by a condominium corporation out of its reserve fund under paragraph 129(1)(b) of the Act;
“special resolution”	means a resolution - passed at a general meeting by more than 75% of the votes cast by eligible voters who voted in respect of the resolution, or - passed in a written resolution signed by more than 75% of the eligible voters; or - in case of bylaws passed at a general meeting by 75% of the votes cast by eligible voters who voted in respect of the resolution, or - passed by a written resolution signed by more than 75% of the eligible voters.
“unit”	means a space that is situated within a building and described as a unit in the condominium plan by reference to floors, walls or ceilings within the building and includes all doors and windows located on interior walls of the unit while doors and walls located on the exterior walls of the unit are common property. The exterior door includes the doorframe and the door assembly components, but does not include the door casing trim or moldings;
“unit owner”	means the person to whom the certificate of title for a unit is issued under the <i>Land Titles Act</i> .
“unit factor”	means the unit factor for each unit as more particularly specified or apportioned and described in and set forth in the declaration.

In the absence of a specific definition attributed to any term used herein, the terms used herein shall have ascribed to them the definitions contained in the Act and the Declaration and any amendments thereto or regulations passed thereunder.

ARTICLE II: SEAL

1. The corporate seal of the corporation, if any, shall be in the form impressed on this document. In the absence of a mechanical seal, the seal of the corporation shall be a red wafer seal with the name of the Corporation impressed thereon.

ARTICLE III: REGISTER

1. The corporation shall keep a register (the "register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the corporation of their respective interests in the property. The address of each owner shall be the address shown for that owner on the mortgage registered in the office of the Registrar of Land Titles, for the Yukon Land Registration District, unless the corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV: CONDOMINIUM UNITS AND COMMON PROPERTY

1. Subject to the Act, the declaration and the bylaws, a unit owner is entitled to: exclusive ownership and use of the unit; and to make reasonable use of the common property, other than common property designated for the exclusive use of the owner of another unit. No condition shall be permitted to exist, and no activity shall be carried on, in any unit or the common property that is likely to damage a unit or the common property.

2. The corporation, or any person authorized by the corporation, may enter a unit at any reasonable time to perform the objects and responsibilities of the corporation.
3. Unless stated otherwise in a condominium plan, if the boundary of a unit is a floor, wall or ceiling, or if a wall located within a unit is a load bearing wall, then the unit includes the interior finishing material of the floor, wall or ceiling, including any lath and plaster, paneling, gypsum board, panels, flooring material, coverings or other material attached, laid, glued or applied to the floor, wall or ceiling; and the remainder of the floor, wall or ceiling is part of the common property, including any electrical, plumbing and other facilities located within the floor, wall or ceiling. All doors and windows located on interior walls of a unit are part of the unit; and all doors and windows located on exterior walls of a unit are part of the common property.
4. For greater certainty a door includes the door, the door frame and the door assembly components, if any, but does not include the door casing, trim or mouldings; and a window includes the glazing, the window frame and the window assembly components, if any, but does not include the window casing, trim or mouldings.
5. All electrical, plumbing and other facilities are part of the common property if they are capable of being used for the enjoyment of the common property or more than one unit, including facilities that are located wholly or partially within a unit.
6. Balconies have been designated for the exclusive use of the owners of one or more units. The condominium corporation has the same responsibilities in relation to exclusive use common property as it has for common property.

ARTICLE V: REPAIRS AND MAINTENANCE OF COMMON PROPERTY AND ASSETS

1. The corporation is responsible to properly maintain, repair and, when necessary, replace the common property and common asset.
2. The corporation may, by bylaw, make a unit owner responsible for the maintenance and repair of common property that is designated for the exclusive use of the owner of that unit.
3. A unit owner who has the right to use common property, including exclusive use common property or common assets, must allow the condominium corporation and its agents reasonable access to the common property or common assets to exercise its powers and perform its duties.
4. The corporation will not make a significant change in the use or appearance of common property or real property that is a common asset unless: the change is approved by a special resolution; or there are reasonable grounds to believe that immediate change is necessary to ensure safety or prevent significant loss or damage.
5. A unit owner is responsible to maintain and repair their unit. The corporation may make any repairs that a unit owner is obliged to make if: the lack of repair adversely affects the use and enjoyment of other units or the common property; and the repairs are not made by the unit owner within a reasonable time. A unit owner is considered to have consented to have repairs done to their unit by the corporation under this section. A unit owner must reimburse the corporation for any money the corporation spends doing work to the owner's unit under this section and the corporation may recover it in the same manner as condo fees.

ARTICLE VI: GOVERNANCE

STRUCTURE

1. The members of Condominium Corporation #124 are the unit owners and they share the assets and liabilities of the corporation in proportion to their unit factor entitlements as set out in the declaration's schedule of unit factor entitlement.

RESPONSIBILITIES, POWERS AND CAPACITY OF THE CORPORATION

2. The corporation is responsible to control, manage, administer, maintain, repair and replace the common property and any common assets in the manner required by the Act, the regulations, the bylaws and the rules; and to take all reasonable steps to ensure that unit owners, occupiers of units, any lessees or other authorized users of the common property or of any common assets, and any agents or employees of the corporation comply with the Act, the regulations, the bylaws and the rules.
3. The duties of the corporation shall include, but shall not be limited to the following: operation, care, upkeep and maintenance of the common property; collection of the common expenses from the owners; obtaining and maintaining insurance for the property as may be required by the Act, declaration or bylaws; repairing and restoring of the common property in accordance with the provisions of the Act, the declaration and bylaws; to manage the property of the owners and any assets of the corporation; to control, manage and administer the common property; keep adequate records which any member of the corporation may inspect at any reasonable time upon reasonable notice; upon there being a change of address for service as set out in the declaration, to immediately register a Notice of Change of Address for Service; to carry out all duties set forth in the Act, declaration, bylaws and rules;
4. The powers of the corporation shall include but shall not be limited to the following: employment and dismissal of personnel necessary for the maintenance and operation of the common property; adoption and amendment of rule and regulations concerning the operation and use of the property; employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize, subject to ratification by a bylaw of the corporation; investing reserves held by the corporation, provided that such investments shall be those permitted by the Trustee Act, Revised Statutes of Yukon, 1986, Chapter 173 and amendments thereto, and convertible into cash in not more than ninety (90) days; to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the corporation; to borrow such amounts as are necessary and approved by a special resolution or desirable in order to protect, maintain, insure the due and continued operation of the preserve or property in accordance with the declaration and bylaws of the corporation and to secure any such debt by mortgage, pledge or charge of any asset owned by the corporation and to add the repayment of such loan to common expenses, subject to the individual approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose; to retain and hold any securities or other property, whether real or personal, which shall be received by the corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds; to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the corporation at such price, on

such terms, and in such manner as the corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing; to lease any part of parts of the common property except such over which any owner has the exclusive use as agent of the owners; all of the powers as set out in the Act and declaration.

5. The corporation has the power and capacity of a natural person of full capacity to the extent consistent with its objectives and responsibilities.

BOARD OF DIRECTORS

6. The powers and responsibilities of the corporation must be exercised and performed by its board of directors, unless the Act or the regulations provide otherwise.
7. The board of directors may hire employees and retain agents and contractors to help it in the administration and management of the affairs of the corporation.
8. The only persons eligible to be directors of the condominium corporation are an individual who is a unit owner; and an individual representing a corporate unit owner.
9. The following persons are disqualified from being directors: an individual who is less than 19 years of age; an individual for whom a guardian has been appointed under the *Adult Protection and Decision Making Act*; an individual who has been found to be mentally incompetent or incapable of managing their affairs by a court elsewhere than in Yukon; an individual for whom an enduring power of attorney, within the meaning of the *Enduring Power of Attorney Act*, has come into effect on the occurrence of their mental incapacity or infirmity; a person who is not an individual; an individual who has the status of bankrupt; a person who is charged with or has been convicted of an indictable offence for which they are liable to imprisonment for a term of not less than two years; and a unit owner, or person representing a corporate unit owner, while a claim of lien is registered under Section 167 of the Act against the unit which the person, or the corporation they represent, owns. A person immediately ceases to be a director upon becoming disqualified under this section.
10. A director may resign from the office of director by giving a written notice of resignation to the corporation. The board may appoint a new director who will serve until the next annual general meeting or special meeting at which time the position is to be filled by way of ordinary resolution and vote of eligible voters.
11. A director may be removed from office before the expiration of their term of office by an special resolution, and the resolution may appoint another person to serve as director for the remainder of the term.

MEMBERSHIP OF BOARD

10. The number of directors shall be no greater than ten (10) and no less than two (2) and a majority of the directors in office at any time shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board being a minimum of two (2) directors remains in office.
11. Members of the board must agree to, sign and follow the corporation's Board of Director's Code of Ethics Schedule B.

12. The directors of the corporation shall be eligible for re-election. Such directors may, however, continue to act until their successors are elected. At each annual meeting thereafter a number of directors equal to the number of directors allowed shall be elected for a term of one (1) year.

BOARD MEETINGS AND OFFICERS

13. The board must hold its first meeting, within two weeks of the annual general meeting for the purpose of organization and the election of officers.
14. At the first meeting of the board after each election of directors the board shall elect from among its members a President, Vice President and Secretary/Treasurer. In default of such elections the incumbent, if a member of the board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members or appointed by the board until such time as an annual general meeting or special meeting is held and an election takes place.
15. From time to time the secretary/treasurer and a general manager or board shall appoint such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the board. One person may hold more than one office.
16. In the absence of a written agreement to the contrary the board may remove at its pleasure any officer of the corporation who is not a member of the corporation.
17. The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
18. Other meetings of the board shall be held from time to time at such place and at such time and on such day as the two directors may determine, and the secretary/treasurer shall call meetings when directly authorized by the president. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each director not less than forty-eight (48) hours before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting.

DUTIES OF BOARD MEMBERS

19. The President shall, when present, preside at all meetings of the members and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.
20. The Vice-President during the absence of the president shall perform the duties of the president and in the absence of the president and vice-president their powers may be exercised by the secretary/treasurer save that the secretary/treasurer shall not preside at a meeting of the board or at a meeting of members unless the secretary/treasurer is qualified to attend the meeting as a director or member, as the case may be. If the secretary/treasurer exercises any such duty or power the absence of the president and vice-president shall be presumed with reference thereto.

21. The General Manager, if one is 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 or appointed directly by the board and to settle the terms of their employment and remuneration.
22. The Secretary/Treasurer shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others edified thereto; he or she shall attend all meetings of the directors and of the members and shall enter or cause to be entered in books kept for the purpose minutes of all proceedings at such meetings, The secretary/treasurer shall be the custodian of all books, papers, records, documents and other instruments belonging to the corporation and shall perform such other duties as may from time to time be prescribed by the board. The secretary/treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the corporation; the secretary/treasurer shall render to the board at meetings of the board, or whenever required, an account of all his or her transactions as treasurer and of the financial position of the corporation; and he or she shall perform such other duties *as* may from time to time be prescribed by the board.
23. The duties for all other officers of the corporation shall be such as the board requires of them. The powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
24. The board shall have power from time to time to appoint agents or attorneys for the corporation with such powers of management or otherwise (including the power to subdelegate) as may be thought fit

DIRECTOR'S STANDARD OF CARE

25. In exercising the powers and performing the duties of the corporation, each director must act honestly and in good faith with a view to the best interests of the corporation; exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and disclose conflicts of interest in accordance with Article VI section (27) of the bylaws.
26. A director is not liable when exercising the powers and performing the duties of the corporation if the director relies in good faith upon: financial statements of the corporation that an auditor or professional accountant in a written report, an officer of the corporation or a manager under a management contract with the corporation represents to the director as presenting fairly the financial position of the corporation in accordance with generally accepted accounting principles; or the report or opinion of a person whose profession lends credibility to the report or opinion.

DUTY TO DISCLOSE CONFLICT OF INTEREST

27. If a director has a direct or indirect material interest in an agreement, arrangement or transaction to which the corporation is or is to become a party, the director must declare, fully and promptly, to the board the nature and extent of the interest; must not vote in respect of any matter relating to the agreement, arrangement or transaction; must leave the board meeting

while the matter is discussed, unless asked by the other directors to be present to provide information, and while the other directors vote on the matter; and must not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction.

28. Article VI section (27) of the bylaws does not apply to an agreement, arrangement or transaction in which the director has a material interest if that material interest exists only by virtue of the director owning a unit.

ACCOUNTABILITY

29. If a director who has an interest in an agreement, arrangement or transaction fails to comply with Article VI section (27) of the bylaws, the condominium corporation or a unit owner may apply to the Supreme Court for an order under Section 70 of the Act.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

30. Every director or officer of the corporation and his or her heirs, executors and administrators and assigns respectively shall from time to time aid at all times be indemnified and saved harmless out of the funds of the corporation from and against: all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever made, done permitted by such person in or about the execution of the duties of his or her office; sustains or incurs in or about or in relation affairs thereof, except from dishonest or fraudulent acts.

DIRECTOR REMUNERATION

31. The corporation may pay remuneration to a director for acting as a director and carrying out the responsibilities of the corporation only if the remuneration is approved in advance of payment by a special resolution.

REQUESTS TO BE HEARD AT A BOARD MEETING

32. A unit owner may request to be heard at a board meeting by giving the board a written application stating the reason for the request. If a request is made, the board must hold a board meeting to hear the applicant within four weeks after the request.
33. If the purpose of the hearing is to seek a decision of the board, the board must give the applicant a written decision within one week after the hearing.
34. The board may refuse to hear an applicant if the applicant has already made and been heard on an application relating to the same matter during the preceding six months; or has made and been heard on four or more applications in the preceding 12 months on any matter.

ARTICLE VII: MEETINGS OF UNIT OWNERS

ANNUAL GENERAL MEETING

1. The board must convene an annual general meeting once every calendar year, to be held within 16 months after the end of the immediately preceding annual general meeting; and within four months after the end of each fiscal year of the corporation.
2. All general meetings of the corporation must be held at or within a reasonable distance of the place where the units are located unless a majority of the eligible voters by means of an ordinary

resolution passed at, or in place of, the preceding annual general meeting, agree to hold the meetings in another location.

3. At each annual general meeting of the corporation, the eligible voters who are present at the meeting in person or by proxy must elect a board of directors.
4. The board must present at each of the corporation's annual general meetings, for approval by an ordinary resolution: financial statements, prepared in accordance with generally accepted accounting principles, of the corporation's immediately preceding fiscal year, which must include a comparison between the actual expenses and the estimated expenses shown in the budget for that fiscal year; an annual budget for the corporation's next fiscal year; a report on insurance carried by the corporation; an annual president's report that outlines the activities undertaken by the board for the past year.
5. At the annual general meeting, an eligible voter may raise for discussion any matter relevant to the affairs and business of the corporation and brought forward as "other business" if not related to a specific agenda item.

PERSONS ENTITLED TO BE PRESENT:

6. The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register, and any others entitled to vote thereat and the directors and officers of the corporation and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the bylaws of the corporation to be present at the meeting.
7. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.

ELECTION OF BOARD OF DIRECTORS

8. The number of directors shall be no greater than ten (10) and no less than two (2).
9. At each annual general meeting of the corporation, the eligible voters who are present at the meeting in person or by proxy must elect a board of directors.
10. The corporation may appoint a nominating committee three months prior to the annual general meeting chosen amongst eligible voters; who will recruit candidates that meet the eligibility criteria to stand for election to the board of directors.
11. The nominating committee, if constituted, will oversee the election of the board of directors.
12. Nominations to the board of directors shall also be open from the floor at the annual general meeting
13. If the number of candidates exceeds the number of positions available voting will be by secret ballot, with the results verified and approved by the chair.
14. If the number of candidates is fewer than the number of seats available the nominated candidates will be acclaimed by the chair.
15. The results of the election will be posted

OTHER BUSINESS TO BE DONE AT ANNUAL GENERAL MEETING

16. The board must present at each of the corporation's annual general meetings for approval by an ordinary resolution: financial statements, prepared in accordance with generally accepted accounting principles, of the corporation's immediately preceding fiscal year, which must include

a comparison between the actual expenses and the estimated expenses shown in the budget for that fiscal year; an annual budget for the corporation's next fiscal year; a report on insurance carried by the corporation under Part 8 of the Act; and any other information or documents required by the regulations or the bylaws.

17. At an annual general meeting, an eligible voter may raise for discussion any matter relevant to the affairs and business of the corporation to be discussed under "other business" if not related to a specific agenda item.

RESOLUTIONS INSTEAD OF ANNUAL GENERAL MEETING

18. Section (88) of the Act provides for the board of the corporation to not convene the annual general meeting only if waiving is agreed to, in writing, by all eligible voters; and consent in writing, to resolutions that: approve the financial statements of the corporation for its immediately preceding fiscal year; approve the budget for the next fiscal year; elect a board of directors by acclamation; and deal with any other business that must be done at the annual general meeting.
19. If the board fails to convene an annual general meeting, a unit owner may convene the meeting by complying with the provisions of the Act, the regulations and bylaws respecting the calling and holding of general meetings, as though they were the board, with the necessary changes.

SPECIAL GENERAL MEETINGS:

18. The board of the condominium corporation may convene a special general meeting of the unit owners and eligible voters at any time by giving notice under Section 92 of the Act.
19. Persons holding at least 20 percent of the total number of votes of all units may, by written demand signed by all those persons, require that the board convene a special general meeting to consider a resolution or other matter specified in the demand; the board, subject to Section 90 of the Act must hold the special meeting within four weeks after the demand is given to the board.
20. The president of the board may call the special meeting without holding a board meeting.
21. At the special general meeting, the resolution or any other matter specified in the demand must be the first item on the agenda and must be dealt with before consideration of any other matter.
22. If a special general meeting is not held within the time period set out in Article VII section (19) of the bylaws, the persons making the demand may themselves hold a special general meeting by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of special general meetings as though they were the board, with the necessary changes.

RESOLUTION INSTEAD OF SPECIAL MEETING

23. The board does not have to hold a special general meeting to consider a resolution if all eligible voters waive, in writing, the holding of the meeting and consent, in writing, to the resolution.
24. If two or more persons share a unit's right to vote, the unit's consent to the waiver of the meeting and to the resolution under Article VII section (23) of the bylaws are valid only if all of them consent.

NOTICE OF GENERAL MEETINGS

25. The corporation board must give at least 14 days' notice of the general meeting of the corporation to each unit owner,

26. The notice of a general meeting must include a description of the matters that will be voted on at the meeting, including the proposed wording of any resolution.
27. If the meeting is an annual general meeting, the notice must include the budget and financial statements referred to in Article VI of the bylaws.
28. A vote at a general meeting may proceed despite the lack of notice as required by this section, if all persons entitled to receive notice waive, in writing, their right to notice.
29. If two or more persons share a unit's right to vote, a waiver of notice under Article VII section (28) of the bylaws is valid, in respect of the unit, only if all of them consent.
30. Failure to give proper notice of a general meeting to a person entitled to receive notice under Article VII section (25) of the bylaws does not invalidate a vote taken at the meeting as long as the board made a reasonable attempt to give the notice in accordance with Article VII section (25) of the bylaws.

METHOD OF GIVING NOTICE BY THE CORPORATION

18. Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the register, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him or her at such address or if sent by means of wire or any other form of transmitted or recorded communication, to such address.
19. Any notice, communication or other document to be given by the corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him or her on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

NOTICE TO THE BOARD OR CORPORATION:

31. Any notice, communication or other document to be given to the board or corporation shall be sufficiently given if mailed by prepaid ordinary mail in a sealed envelope addressed to it at the address for service of the corporation set out in the declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

OMISSIONS AND ERRORS:

32. The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice.

AGENDA AND RESOLUTIONS AT GENERAL MEETINGS

33. Subject to the Act and the regulations, the board of the corporation determines the agenda of a general meeting.

34. Persons holding at least 20 percent of the total number of votes of all units may, by written demand, propose a resolution or raise a matter specified in the demand.
35. A resolution or matter raised under Article VII section (32) of the bylaws must, if received by the board 10 days or longer before the last day for giving notice of the meeting, be included in the notice given under Section 92 of the Act about the next general meeting; and on the agenda of that meeting.
36. Article VII section (33) of the bylaws does not apply to a special general meeting held under Article VII section (22) of the bylaws.

QUORUM

37. Business must not be conducted at a general meeting unless a quorum is present.
38. A quorum for a general meeting is eligible voters holding 2/3rds of the units' votes, present in person, telephonic, electronic or other methods or by proxy.
39. If within 30 minutes after the time appointed for the general meeting, a quorum is not present the meeting stands adjourned to the same day in the next week at the same place and time; and if on the day to which the meeting is adjourned a quorum described in Article VII section (38) of the bylaws is not present within 30 minutes after the time appointed for the meeting, the eligible voters present in person, telephonic, electronic or other methods or by proxy constitute a quorum.

ELECTRONIC ATTENDANCE AT MEETINGS

40. Eligible voters may attend a general meeting by telephonic, electronic or other methods, if the method permits all persons participating in the meeting to communicate with each other during the meeting; and a person who attends a meeting by a method permitted under this section is considered present at the meeting.

ARTICLE VIII. VOTING RIGHTS

VOTES PER UNIT

1. At a general meeting of a condominium corporation, each unit has the number of votes equal to the unit factor as set out in the Declaration.
2. Despite Article VIII section (1) of the bylaws if there is a tie vote at a general meeting, the president, or if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a deciding vote in addition to any vote they may already have cast.

EXERCISE OF VOTING RIGHTS

3. At a general meeting of the corporation, a unit's votes may be exercised by the unit owner unless a tenant or mortgagee has the right to vote under Article VIII section (4) or (5) of the bylaws.
4. A tenant who, under a written lease or tenancy agreement for the unit, is assigned a unit owner's right to vote may attend a general meeting and exercise the unit's votes in place of the unit owner if there have been given to the corporation a copy of the lease or tenancy agreement, signed by the unit owner; and a 'tenant's request for notification' in the prescribed form.
5. A mortgagee who, under a mortgage of a unit, has been assigned the unit owner's right to vote may attend a general meeting and exercise the unit's votes in place of either the unit owner or a tenant if the mortgage is registered at the land titles office and a copy of the mortgage has

been given to the board; a 'mortgagee's request for notification' in the prescribed form has been given to the corporation; at least three days before the meeting the mortgagee gives the board, the unit owner and the tenant, if any, written notice of the mortgagee's intention to attend and vote at the meeting; and the mortgagee or its representative is present at the meeting at which the vote is conducted.

PROXIES

6. A person who may vote under Article VIII section (3) of the bylaws may vote in person or by proxy.
7. A document appointing a proxy must be in writing and must be signed by the person appointing the proxy; may be either general or for a specific meeting or a specific resolution; and may be revoked in writing at any time.
8. No person may vote more than two proxies at a meeting.
9. A proxy stands in the place of the person appointing the proxy and can do anything that person can do, including vote, propose and second motions and participate in the discussion, unless limited in the appointment document.

VOTERS LACKING LEGAL CAPACITY

10. If a person who may vote under Article VIII section (3) of the bylaws is under 19 years of age, the person's right to vote may be exercised only by the person's parent or guardian.
11. If a person who may vote under Article VIII section (3) of the bylaws lacks the capacity to make a decision for a reason other than being under 19 years of age, the person's right to vote may be exercised only by someone who is legally authorized to act for the person with respect to the unit.

SHARED VOTE

12. If two or more persons share a unit's right to vote, only one of them may vote on any given matter.
13. If the chair is advised before or during a vote that the persons who share a right to vote disagree on how their votes should be cast on a matter, the chair must not count their votes in respect of that matter.

VOTING THRESHOLDS

14. At a general meeting, matters are decided by an ordinary resolution unless a different voting threshold is required by the Act or the regulations; or is permitted by the Act or the regulations and provided for in the bylaws.
15. During a general meeting, amendments may be made to the proposed wording of a resolution requiring a special resolution if the amendments do not substantially change the resolution; and are approved by a special resolution before the vote on the special resolution.

METHOD OF VOTING

16. At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded, by a member present in person or by proxy, and unless a poll is so demanded a declaration by the chair that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question, but a demand for a poll may be withdrawn; provided however, that voting

for the election of directors shall be by ballot only if the number of candidates exceeds the number of positions available.

ARTICLE IX: BYLAWS AND RULES

PURPOSE OF BYLAWS

1. The corporation must have bylaws that provide for the control, management, maintenance, use and enjoyment of the units, the common property and any common assets of the corporation; and the administration of the corporation and its board of directors.

RESTRICTIONS ON BYLAWS

2. A bylaw of the corporation is of no force or effect to the extent that it conflicts with the Act or any regulation; prohibits or restricts the right of a unit owner to freely sell, lease, mortgage or otherwise dispose of the unit or an interest in the unit; is unreasonable in all the circumstances.
3. Despite Article IX section (1) of the bylaws, the corporation may restrict the age and number of persons who may reside in a residential unit; regulate activities relating to the sale or rental of residential units, including locations for the posting of signs and times for showing common property and holding open houses, as long as the bylaw does not prohibit or unreasonably restrict those activities; and subject to Division 2 of the Act, prohibit or limit the rental or leasing of residential units.
4. A bylaw that restricts the age or number of persons who may reside in a residential unit does not apply to a person who resides in the unit at the time the bylaw is passed and who continues to reside there after the bylaw is passed.
5. A bylaw that prohibits or restricts the number of pets in a residential unit does not apply to a pet that lives with an owner or tenant of a unit at the time the bylaw is passed and that continues to live there after the bylaw is passed.

RULES

6. The board of the corporation may make rules to govern the use, safety and condition of the common property and, any common assets, and where the board considers that such rules are required, any units; and to prevent unreasonable interference with the use and enjoyment of the units, the common property and any common assets.
7. The board of the corporation may from time to time make such additional rules or regulations or vary and amend such rules and regulations respecting the use of common property for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common property.
8. The restrictions on bylaws in Section 106 of the Act apply equally to rules and a rule that conflicts with a bylaw is of no force or effect.
9. Rules must be complied with and may be enforced in the same manner as the bylaws.
10. All rules, including those posted on signs, must be set out in a written document that is capable of being photocopied.
11. The board must inform unit owners and residents of any new rules as soon as feasible.

SCHEDULE 'A' RULES

12. The rules and regulations attached as Schedule "A" shall be observed by the owners and the term "owner" shall include the owner and any other person occupying the unit with the owner's approval.

BYLAW AMENDMENTS

13. The bylaws of the corporation may be amended, added to or replaced by a special resolution and passed by 75 percent of eligible voters present.
14. An amendment, addition to or replacement of the bylaws does not take effect until the corporation files with the registrar a notice of change of bylaws that sets out the amendment, addition or replacement; and a certificate of the corporation stating that the special resolution approving the amendment, addition or replacement was properly passed, and the notice of change of bylaws conforms to the special resolution.
15. The corporation must inform unit owners and residents of any change to the bylaws as soon as feasible after the change takes effect.

ARTICLE X RENTALS

GENERAL

1. Each unit shall be occupied and used only as a private single family residence and for no other purpose.
2. No owner shall lease their unit unless the lease is for a minimum term of three months.
3. Fines incurred by the owner's tenants, their tenant's guests, visitors or anyone admitted by the tenant to the common property shall be seen as assigned to the unit and becomes the responsibility of the owner of the unit.
4. The owner shall indemnify the corporation; each and every other owner against, and hold it harmless from, and defend it against, any claim of any person for personal injury or property damage occurring on the unit of such owner (unless the injury or damage incurred by reason of the negligence of any other owner or person temporarily visiting said units is fully covered by insurance).

RENTAL RESTRICTIONS DO NOT APPLY TO FAMILY MEMBERS

5. A bylaw of the corporation that prohibits or limits the rental or leasing of residential unit does not apply to prevent the rental of a unit to a member of the unit owner's family.
6. A unit that is rented to a member of its owner's family member is not to be considered as a rented unit for the purposes of a bylaw that limits the number or percentage of residential units that may be rented.
7. For the purposes of this section, "family" and "family member" have the meanings set out in Article I of the bylaws.

EXEMPTION TO EXISTING TENANTS

8. A bylaw that prohibits or limits rentals does not apply to a unit until the later of the day on which a tenant who is occupying the unit at the time the bylaw is passed ceases to occupy it as a tenant; and the first anniversary of the day on which the bylaw is passed.

RENTAL AGREEMENT IN CONTRAVENTION OF BYLAW

9. If an agreement for the rental of a residential unit contravenes a bylaw that, at the time the agreement is entered into, prohibits or limits rentals, the tenant is not in contravention of the bylaws; and despite the *Residential Landlord and Tenant Act*, may, if the contravention is not remedied within 90 days after corporation gives the landlord notice of it, end the tenancy agreement as of the end of that 90-day period without penalty, by giving written notice to the landlord.

LANDLORD TO TENANT NOTICE OF BYLAWS ETC.

10. Before a landlord rents the single family residential unit, the landlord must give the prospective tenant a copy of the corporation's current bylaws and rules; and a notice of tenant's responsibilities in the prescribed form found in Schedule C of the bylaws.
11. Within two weeks after renting the single family residential unit, the landlord must give the corporation a copy of the notice signed by the tenant and owner; and containing the tenant's contact information.
12. If a landlord fails to comply with Article X sections (8) or (9), the tenant is still bound by the bylaws and rules; but despite the *Residential Landlord and Tenant Act*, may, if the failure is not remedied within 90 days after the corporation gives the landlord notice of it, end the tenancy agreement as of the end of that 90-day period without penalty, by giving written notice to the landlord.

ARTICLE XI ENFORCEMENT OF RIGHTS AND DUTIES

RIGHTS AND DUTIES

1. Each unit owner and anyone in possession of a unit in the condominium is bound by and must comply with the Act, the regulations, the bylaws and the rules, and the corporation has a duty to effect that compliance.
2. The corporation and each person having an encumbrance registered in the land titles office against a unit has a right to the compliance by each unit owner, and by anyone in possession of a unit, with the Act, the regulations, the bylaws and the rules.
3. Each unit owner and each person having an encumbrance registered in the land titles office against a unit has a right to the performance by the corporation of any duty imposed on the corporation by the Act, the regulations, the bylaws or the rules.
4. Any loss, cost or damages incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, that owner's family, guests, servants, agents or occupants of his or her unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common property expenses.
5. Each owner shall be liable to the remaining owners and the corporation for any damage to the common property that may be sustained by reason of the negligence of the owner, members of its family, its contract purchasers, lessees and tenants, and their guests, invitees and licensees, to the extent any such damage is not covered by insurance. Each owner, and its family, contract purchasers, lessees and tenants, and their guests, invitees or licensees, shall indemnify each and every other owner against, and hold it harmless from, and defend it against, any claim of

any person for personal injury or property damage occurring on the unit of such owner (unless the injury or damage incurred by reason of the negligence of any other owner or person temporarily visiting said units is fully covered by insurance).

VOLUNTARY DISPUTE RESOLUTION PROCESS

6. The corporation may provide for the resolution of disputes among unit owners, tenants, the board and the corporation, or any combination of them, as long as the process is voluntary; does not confer on any person or body a power to make a binding decision; and does not affect a person's powers, duties or rights, including the right to start an action in court or begin arbitration.
7. An admission, statement, document or record that is made only for the purposes of a voluntary dispute resolution process must not be used in court, in arbitration, or in any other proceeding.

ARBITRATION DISPUTE RESOLUTION PROCESS

8. If any dispute or controversy shall occur between the parties relating to the interpretation or implementation of any of the provisions of an agreement reached under Article XI section (6) or of the bylaws and rules of the corporation, such dispute may be resolved by arbitration.
9. Such arbitration shall be conducted by a single arbitrator.
10. The arbitrator shall be appointed by agreement between the parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Supreme Court of the Yukon Territory upon the application of either of the parties and a Judge of the Supreme Court of the Yukon Territory shall be entitled to act as such arbitrator, if he or she so desires.
11. Any such arbitration shall be held in the City of Whitehorse.
12. The procedure to be followed shall be agreed by the parties or, in default of agreement, determined by the arbitrator. The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.
13. The arbitration shall proceed in accordance with the provisions of the Arbitration Act of the Yukon Territory.
14. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

ENFORCEMENT OPTIONS

15. To effect compliance with the Act, the regulations, a bylaw or a rule, the corporation may do any or all of the following impose a fine under Article XI section (15) of the bylaws; remedy a contravention under Section 123 of the Act; and collect money owed to the corporation in accordance with Part 7, Division 7 of the Act.
16. Before enforcing a requirement of the Act, the regulations, the bylaws or a rule, the board may give a person a warning or reasonable time to comply.

FINES

15. The corporation may impose a fine on a unit owner if the Act, the regulations, a bylaw or a rule is contravened by any owner of the unit; their tenant; a person visiting with their tenant; a

person who is visiting the unit owner or was admitted to the common property by the owner or tenant for social, business, family or other reasons.

16. Each owner in breach of any of the bylaws, rules and regulations may be charged, by the board, a fine of up to \$100, after a written warning. The fine may be increased by \$50 for each further breach to a maximum of \$500 for breach of a bylaw and \$250 for a breach of a rule. The board has sole discretion to impose or waive any fines charged.
17. The maximum frequency for the imposition of a fine for a continuing contravention is every seven days.

CORPORATION MAY REMEDY A CONTRAVENTION

18. The corporation may do what is reasonably necessary to remedy a contravention of the Act, the regulations, a bylaw or a rule, including doing work on or to the common property, to common assets or to a unit; and removing objects from the unit, common property or common assets.
19. The corporation may require that the owner who may be fined for the contravention under Section 122 of the Act pay to the corporation its reasonable costs of remedying the contravention.

PROCESS FOR IMPOSING ENFORCEMENT OPTIONS

20. The corporation must not impose a fine, remedy a contravention of the Act, the regulations, a bylaw or a rule unless the board has received a complaint about the contravention; and given the unit owner and tenant, if any, the particulars of the complaint, in writing, and a reasonable opportunity to answer the complaint, including a hearing before the board if requested by the unit owner or tenant.
21. The board must give notice in writing of its decision on a complaint to the unit owner and tenant, if any, and to the person making the complaint, as soon as feasible after receiving and considering the unit owner's or tenant's answer to the complaint; or after the reasonable opportunity to answer has passed with no answer being made.
22. If a contravention continues after the corporation has complied with Article XI sections (22) and (23) of the bylaws, the corporation is not required to comply with those sections again before it imposes a fine or other penalty for the continuing contravention.
23. If a complaint is made about a board member or their tenant contravening the Act, the regulations, a bylaw or a rule, the board member must not participate in a hearing or decision made under this section.

EVICITION OF TENANT FOR REPEATED OR CONTINUING CONTRAVENTION

26. A repeated or continuing contravention of the Act or the regulations, or of a reasonable and significant bylaw or rule, by a tenant of a residential unit is deemed for the purposes of paragraph 52(1)(h) of the *Residential Landlord and Tenant Act* to be a failure by the tenant to comply with a material term of the tenancy agreement.
27. If a contravention described in Article XI section (26) of the bylaws seriously interferes with another person's use and enjoyment of a unit, the common property or the common assets and the unit owner fails or refuses to terminate the tenancy, the condominium corporation is deemed for the purposes of giving the tenant a notice terminating the tenancy agreement under subsection 52(1) of the *Residential Landlord and Tenant Act* to be the agent of the landlord.

28. An eviction pursuant to Article XI section (27) of the bylaws does not affect any rights of the landlord under the tenancy agreement except for the right to cancel or withdraw the notice of termination.
29. After termination of a tenancy by the corporation under Article XI section (27) of the bylaw, the unit owner must not, unless approved by special resolution, re-rent or re-lease the unit to the same tenant or to any person associated with the same tenant or with the contravention that resulted in the termination of tenancy.

ARTICLE XII FINANCES

RESPONSIBILITY OF CORPORATION

1. The corporation is responsible to pay the common expenses of the corporation.

UNIT OWNERS' RESPONSIBILITY TO PAY CONDO FEES

2. The owners of units are responsible for the payment of monthly condo fees to the corporation so that the corporation will have sufficient money available to pay the common expenses.
3. Subject to Article XII section (4) of the bylaws and the regulations, the monthly condo fee for a unit is calculated by multiplying its unit factor entitlement as set out in the declaration by the total estimated common expenses and contributions, as shown in the relevant budget prepared or approved under this Article.

SEPARATE FUNDS

4. The corporation in order to meet its expenses will establish and maintain an operating fund for common expenses that typically occur at least once a year; a reserve fund for major repairs and replacement of common property and common assets where the repair or replacement is of a nature that does not occur annually and a cost of obtaining and updating a reserve fund study as required by the Act; and any other fund required by the regulations or bylaws, to meet specific needs or to provide for specific contingencies or investments.
5. The corporation will budget and account for money in each fund separately from other funds; and any interest or other income earned on the money in a fund becomes part of the fund.

INVESTMENTS

6. Money paid to the condominium corporation, or to any person for the benefit of the corporation, for the performance of duties and obligations, and all proceeds arising from that money, are held in trust for the performance of the duties and obligations in respect of which the payment was made.
7. All money referred to in Article XII section (6) of the bylaws must, unless otherwise decided by the board, be deposited into an account at a financial institution in Yukon within two business days after the day the corporation or person receives the money.
8. Any money not immediately required by the corporation to meet its current expenses must be invested in deposit accounts with financial institutions in Canada to the extent that the money in the account will be insured by the Canada Deposit Insurance Corporation.

9. An account referred to in section Article XII section (7) or (8) of the bylaws must be designated as a trust account registered in the name of the corporation.

BORROWING POWERS OF CORPORATION

10. If approved by a special resolution, the corporation may borrow money it requires to perform its duties and exercise its powers; and secure the repayment of the money borrowed, and the payment of interest on that money by a mortgage of a common asset that is real property, a security interest in common assets that are personal property, an assignment of unpaid condo fees or special levies, or a negotiable instrument.

USER FEES PROHIBITED

11. The corporation must not impose user fees for the use of common property or common assets by unit owners, tenants, occupants or their visitors.

FISCAL YEAR END

12. The fiscal year end for the corporation is, in each calendar year the 31st day of December.
13. The corporation may by special resolution change the date of its fiscal year and change the period to which a budget applies to align with the new fiscal year end, as long as the budget period is more than six months and less than 18 months.

ARTICLE XIII FINANCIAL MANAGEMENT

BUDGET FOR ANNUAL GENERAL MEETINGS

1. The board of the corporation must prepare a proposed annual budget for the corporation showing, for the next fiscal year the estimated common expenses to be paid out of the operating fund; the estimated common expenses, if any, to be paid out of the reserve fund; the estimated common expenses, if any, to be paid out of any other funds established by the corporation; the proposed annual contribution to the reserve fund, determined under Section 158 of the Act; the proposed annual contribution, if any, to any other funds established by the corporation; and each unit's condo fee calculated on the basis of the total estimated common expenses and contributions for the 12 month period, under Section 128 of the Act.
2. A proposed budget under Article XIII section (1) of the bylaws must include sub-budgets for each fund established by the corporation.
3. A proposed budget must comply with the regulations; and be distributed with the notice of the annual general meeting under Section 92 of the Act.
4. A proposed budget may be amended by a majority vote at the annual general meeting before the proposed budget itself is put to a vote.

CONDO FEES, PAYMENT OF EXPENSES WHEN BUDGET NOT APPROVED

5. If a proposed budget, or an amended proposed budget, is not approved by an ordinary resolution at an annual general meeting of the corporation, the board must, within 30 days after the meeting (or a longer period that is approved by a special resolution at the meeting), prepare a new budget and place it before a special general meeting for approval.
6. If the fiscal period to which a budget relates ends before a new budget is approved, the unit owners must, until a new budget is approved, continue to pay to the corporation the same condo fee that they were required to pay under the previous budget.

7. When a new budget is approved, each unit owner must begin paying their unit's new condo fee as set out in the approved budget; and pay with, or deduct from, their next monthly payment, any adjustment required to reconcile the amounts paid with the amounts required under the new budget for the period to which the new budget applies.
8. Until a new budget is approved, the corporation may spend money out of the operating fund only on the type of expenses that are set out in the previous budget and that usually occur each year, up to the maximum amount set out in the previous budget for each category of expense; or in accordance with Section 155 of the Act.

INFORMING OWNERS OF CHANGES TO CONDO FEES

9. The board of the corporation must inform the unit owners of any changes to their condo fees resulting from a new budget within two weeks after the general meeting at which the budget was passed.

FINANCIAL STATEMENTS FOR ANNUAL GENERAL MEETINGS

10. The board must prepare financial statements for the immediately preceding fiscal year.
11. The financial statements must include a comparison between the actual common expenses accrued in the period and the estimated common expenses shown in the budget approved at the preceding annual general meeting; show the balance in each fund; comply with the regulations; and be distributed with the notice of the annual general meeting at which they are to be presented.

EXPENDITURES FROM OPERATING FUND

12. The corporation must not spend money from its operating fund unless the expenditure is consistent with the purposes of the fund as set out in Section 129 of the Act and authorized in the budget; approved in advance by a special resolution; or permitted under Article XIII section (13) of the bylaws, Subsection 148(4) or Section 155 of the Act.
13. If an expenditure is not in the budget nor approved by a special resolution, the expenditure may be made out of the operating fund if the expenditure was not rejected for inclusion in the budget nor put forward for approval at a general meeting and defeated; and the expenditure, together with all other unapproved expenditures made under this section in the same fiscal year, whether of the same type or not, is less or lesser than \$2000, or five percent of the total contributions to the operating fund for the current year.

BUDGET SURPLUS AND DEFICITS

14. Condo fees that the corporation's budget attributes to the corporation's operating fund but which are not expended or required to meet operating fund expenses that have accrued during the fiscal year to which the budget relates must by way of special resolution voted on at the current year's annual general meeting be transferred into the reserve fund; carried forward as part of the operating fund, as a surplus; used to reduce the next fiscal year's total contribution to the operating fund.
15. If the actual operating fund expenses accrued by the corporation during a fiscal year are greater than the estimated operating fund expenses for the year, the difference must be recovered during the next fiscal year by the imposition of a special levy under Section 156 of the Act.

EXPENDITURES FROM RESERVE FUND

16. The corporation must not spend money from its reserve fund unless the expenditure is consistent with the purposes of the fund as set out in Section 129 of the Act; is approved in advance by a special resolution or special levy authorized under Section 156 of the Act; and leaves sufficient funds in the reserve fund to serve its purpose under Section 129 of the Act and to comply with any requirements in the regulations.

MANAGEMENT OF RESERVE FUND

17. Despite Section 130 of the Act, the corporation may lend money from its reserve fund to its operating fund if and to the extent permitted by the regulations.
18. The money in the reserve fund is an asset of the corporation and must not be refunded or distributed to any unit owner except on termination of the condominium under Part 12 of the Act.

EMERGENCY EXPENDITURES

19. An expenditure may be made out of the corporation's operating fund, reserve fund or any other fund, if there are reasonable grounds to believe that the expenditure is immediately necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.
20. An expenditure under this section must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage.
21. The board must inform unit owners as soon as feasible about any expenditure made under this section.

SPECIAL LEVIES

22. The corporation may raise money from unit owners by means of a special levy if the levy is approved by a special resolution passed at or after the annual general meeting.
23. Each unit's share of a special levy is calculated in the same way as the unit's condo fee.
24. The resolution to approve a special levy must set out the purpose of the special levy; the total amount of the levy; the method used to determine each unit's share of the levy; the amount of each unit's share of the levy; and the date by which the levy is to be paid or, if the levy is payable in instalments, the amounts of the instalments and dates by which they are to be paid.
25. The corporation must account for the money raised by a special levy separately from other money of the corporation; use the money collected for the purposes set out in the resolution; and inform its unit owners about the expenditure of the money collected.
26. Any interest or other income earned on the money collected for a special levy becomes part of the levy.
27. If the money collected on a special levy, including any interest or other income earned on the money, exceeds the amount required, or for any other reason is not fully used for the purposes set out in the resolution, the corporation must if at least one unit owner's proportionate share of the unused amount is more than \$100, pay the unused amount to all of the unit owners in proportion to their contributions; and in any other case, transfer the unused amount to the reserve fund.
28. If a special levy is approved before a unit is sold to a purchaser the seller owes the corporation the portion of the levy that is payable before the day on which the transfer of land for the unit

is registered in the land titles office; and the purchaser owes the corporation the portion of the levy that is payable on or after the day on which the transfer of land for the unit is registered in the land titles office.

BANKING ARRANGEMENTS

29. 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 way of a board resolution.
30. All such banking business or any part thereof shall be transacted on the corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the corporation's account, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the corporation.
31. In addition the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer for such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

ARTICLE XIV RESERVE FUND STUDY

RESERVE FUND STUDY BY QUALIFIED PERSON

32. The corporation must, at the times and in the manner required by the regulations, obtain from a qualified person, as set out in Section (4) of the Condominium Reserve Fund Regulations, a depreciation report estimating the repair and replacement costs for, and the expected life of, the common property and major common assets of the corporation; and a recommendation as to the amount needed in the reserve fund to reasonably ensure the corporation has sufficient money to pay for the major repairs and replacement of the common property and common assets where the repair or replacement is of a nature that does not normally occur annually.

STUDY TO INFORM DECISION ON CONTRIBUTIONS TO RESERVE FUND

33. Subject to the regulations, the corporation is responsible to determine the amount of the annual contribution to its reserve fund having due regard to its most recent reserve fund study.

ARICLE XV COLLECTING MONEY OWED TO THE CORPORATION

CONDO FEES

1. Monthly condo fees are payable in advance on the first day of each month.

INTEREST ON LATE PAYMENTS

2. The corporation may charge interest at a rate of 18% per annum compounded monthly on any unpaid balance of condo fees, special levies or fines, or any other money that a unit owner owes to the corporation until paid.
3. Interest payable on a late condo fee or special levy is not a fine and forms part of the unit assessment.

RESPONSIBILITY FOR PAYMENT WHEN UNIT SOLD

4. The corporation may, in respect of a unit, recover unpaid condo fees, special levies and interest by an action in debt from the person who was the owner of the unit at the time payment of the condo fee, special levy or interest became due; and from the person who is the owner of the unit at the time judgement is given.
5. The unit owners mentioned in Article XV section (4) of the bylaws are jointly and severally liable for the debt.

GENERAL REMEDIES FOR COLLECTING MONEY OWED

6. The corporation if owed money by a unit owner, may, if the amount remains owing for more than 14 days after written notice is given, require the owner to pay the amount in full or commence an action in the appropriate court to collect the debt; cause a condominium lien to be registered against the unit in the land titles office under Section 167 of the Act.

NOTICE TO UNIT OWNER, MORTGAGEE AND TENANT

7. The corporation must not pursue any remedy mentioned in Article XV section (6) of the bylaws unless it has given the relevant unit owner the 14 days written notice referred to in that section, which notice must demand payment and indicate that if payment is not made within that two week period one or more of the remedies described in Article XV section (6) of the bylaws may be pursued.

DISPUTES OVER PAYMENT

8. If there is a dispute between the corporation and a unit owner of the condominium, over whether money is owed by the unit owner to the corporation, the unit owner may pay the disputed amount to the corporation to hold in trust if the parties have agreed to a voluntary dispute resolution process, or court proceedings have been started; or into court if court proceedings have been started and the rules of court allow payment into court.
9. The corporation holds any amount it receives under Article XV section (10) of the bylaws, and any interest on it, in trust for the parties to the dispute until the dispute is resolved.
10. After the dispute is resolved, the corporation must promptly pay the amount to the party entitled to it as set out in the decision of the court or as agreed in the voluntary dispute resolution process.

CONDOMINIUM LIEN

11. The condominium corporation may submit to the registrar a claim of condominium lien, in the prescribed form, for registration as an encumbrance against the certificate of title for a unit owner's unit if the unit owner fails to pay when due, in respect of the unit condo fees; a special levy; a reimbursement of the cost of work referred to in Subsection 47(7) of the Act; the unit's share of a judgment against the corporation; or interest at the prescribed rate on any amount described in this section.
12. The corporation can not submit a claim of condominium lien for registration until 14 days after giving the unit owner written notice of the arrears; if the amount owing has been paid into court or to the corporation in trust pending resolution of a dispute under Section 166 of the Act; or if arrangements satisfactory to the corporation have been made to pay the money owing.

13. On receiving payment of the amount owing, the corporation must promptly remove the lien by registering an acknowledgement of payment, in the prescribed form, at the land titles office.

RECOVERY OF COSTS

14. The corporation may recover from the person against whom any steps are taken to collect an amount owing all reasonable costs that the corporation incurs in collecting the amount, including reasonable legal fees; land title office fees, court registry fees and sheriff's fees; interest; costs with respect to the preparation, registration, enforcement and discharge of a claim of condominium lien; and costs of garnishment.

FORCED SALE OF UNIT TO COLLECT MONEY OWING

15. After registration of a claim of condominium lien, the condominium corporation may apply to the Supreme Court for an order for the sale of the unit to which the lien applies under the terms set out in Section 169 of the Act.

ARTICLE XVI INSURANCE

PROPERTY TO BE INSURED BY CORPORATION

1. The corporation must obtain and maintain property insurance, against loss resulting from destruction or damage caused by fire or any other peril prescribed in the regulations or specified in the bylaws, on the common property; any common assets; and the units, but not including any additions, improvements or upgrades made to a unit by its owners.
2. The property insurance must be on a full replacement cost basis where no deduction is made from the settlement for depreciation of the property if, the insured property having been destroyed or damaged, it is replaced or repaired.

GENERAL LIABILITY INSURANCE TO BE CARRIED BY CORPORATION

3. The condominium corporation must obtain and maintain general liability insurance against liability it incurs arising out of any act or omission of any of its directors and officers with respect to carrying out their functions and duties; a breach of duty as the occupier of the common property; or the ownership, use or operation of any common assets, including machinery, equipment, pressure vessels and vehicles.

DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

4. The corporation must purchase and maintain directors' and officers' liability insurance as set out in Subsection 71(3) of the Act.

ANNUAL REVIEW AND REPORT ON INSURANCE

5. The corporation must review the adequacy of the corporation's insurance each year; and report on the insurance coverage at each annual general meeting.

NAMED INSURED

6. Despite the terms of the insurance policy, the named insureds in the corporation's insurance policy shall be the corporation; the owners and tenants from time to time of the units; and the persons who normally occupy the units.

PAYMENT OF INSURANCE PROCEEDS BY PROPERTY INSURER

7. Any payment by an insurer under a policy of property insurance, otherwise than for liability of the corporation, must be paid to the corporation, to be held in trust until disposed of in accordance with Section 177 of the Act

USE OF INSURANCE PROCEEDS BY CORPORATION

8. If the corporation receives insurance money under Section 176 of the Act, it must use the money without delay to repair or replace the insured property that was damaged or destroyed, unless the corporation decides at a general meeting held not more than 60 days after receipt of the insurance proceeds by a special resolution, to terminate the condominium under Part 12 of the Act; by a unanimous resolution, not to make the repair or replacement; or by a special resolution, to hold the money in trust pending a court order under Section 182 of the Act.

INSURANCE DEDUCTIBLE

9. The payment of an insurance deductible by the condominium corporation in respect of a claim on the corporation's insurance is a common expense.
10. Article XVI section (9) of the bylaws does not limit the right of the corporation to recover the deductible portion of an insurance claim from a unit owner or other person if that unit owner or person is responsible for the loss or damage that gave rise to the claim.
11. Despite any other provision of the Act or the regulations, the approval of eligible voters is not required for a special levy or for an expenditure from the reserve fund to cover an insurance deductible required to be paid by the corporation to repair or replace damaged property, unless the corporation has decided through a unanimous resolution not to repair or replace it.

UNIT OWNER'S INSURANCE

12. The minimum amount of general liability insurance that a unit owner is required to obtain and maintain is \$1,000,000.
13. Despite the *Insurance Act* or any other law, a unit owner may obtain and maintain insurance for loss or damage to the unit owner's unit against perils that are not insured by the corporation, or for amounts that are in excess of the amounts insured by the corporation; any additions, improvements or upgrades to the unit made by the unit owner or by a prior unit owner of the unit; loss of rental value of the unit in excess of insurance obtained and maintained by the corporation, if any; or general public liability for property damage and bodily injury, whether occurring on the unit, the common property or a common asset that is real property.

EXCESS INSURANCE

14. Despite the *Insurance Act* or any policy of insurance, if insurance is placed both by the corporation and by a unit owner against a loss resulting from destruction of or damage to the units or the common property, the insurance placed by the corporation is deemed to be first loss insurance; and the insurance placed by the unit owner in respect of the same property that is insured by the corporation is deemed to be excess insurance.

COPIES OF INSURANCE POLICIES

15. The corporation must, within 30 days after receiving a written request from a unit owner or the purchaser or mortgagee of a unit, provide a copy of the corporation's insurance policy to the person who made the request.

16. The corporation must, within 10 days after receiving a written request from a unit owner or the purchaser or mortgagee of a unit, provide a certificate confirming insurance in the prescribed form to the person who made the request.
17. The corporation may charge a fee for a copy or certificate provided under this section, of not more than the amount set out in the regulations, and may refuse to supply the copy or certificate until the fee is paid.

ARTICLE XVII RECORDS AND INFORMATION CERTIFICATES

RECORDS THE CORPORATION MUST PREPARE

1. The corporation must prepare the following records; minutes of annual and special general meetings and board meetings, including the results of any votes; a list of directors, including their names and contact information; a list of unit owners, with their unit address, mailing address if different, condominium lot number as shown on the condominium plan, parking stall numbers, if any, unit entitlement and number of votes, names and addresses of mortgagees who have filed a request for notification under Section 191 of the Act, tenants, including names, contact information and the date each tenancy started, and assignments of voting or other rights by unit owners to tenants under Section 97 of the Act; books of account showing money received and spent and the reason for the receipt or expenditure; and any other records required by the regulations.

RECORDS THE CORPORATION MUST RETAIN

2. The corporation must retain, for the periods of time set out in the regulations, copies of the records described in Article XVII section (1) of the bylaws; the registered condominium plan and any plan amendments as obtained from the land titles office; the Act and the regulations; the bylaws and rules; resolutions that deal with changes to common property, including the designation of exclusive use common property; waivers and consents under Section 88 of the Act and 90 and Subsection 92(2) of the Act; written contracts to which the corporation is a party; any decision of an arbitrator or judge in a proceeding in which the corporation was a party, and any legal opinions obtained by the corporation; the budget and financial statements for the current year and for all previous years; income tax returns, if any; correspondence sent or received by the corporation or its board of directors; bank statements, cancelled cheques and certificates of deposit; information certificates issued under Section 186 of the Act; the financial records described in Section 134 of the Act if obtained by the corporation; any reserve fund studies obtained by the corporation under Section 157 of the Act; any reports obtained by the corporation respecting repair or maintenance of major items, including engineers' reports, risk management reports, sanitation reports and reports respecting any items for which information is, under the regulations, required to be contained in a reserve fund study; and any other records required by the regulations.

ACCESS TO RECORDS

3. On receiving a written request, the corporation must make the records and documents described in Article XVII sections (1) and (2) of the bylaws available for inspection by, and provide copies of them to a unit owner, or former unit owner; a tenant, or former tenant, who, under Subsection

- 97(2) of the Act has been assigned a landlord's right to vote; or a person authorized in writing by a unit owner or former unit owner, or by a tenant or former tenant referred to in this section.
4. In the case of a former unit owner, former tenant or person authorized in writing by a former owner or former tenant, the corporation need not make available for inspection or provide copies of, any records or documents that relate to a period during which the person was not a unit owner or tenant, regardless of when those records or documents were created or obtained by the corporation.
 5. On receiving a request, the corporation must make the bylaws and rules available for inspection by, and provide copies of them to a tenant; or a person authorized in writing by a tenant.
 6. The corporation must comply with a request for bylaws and rules within one week; or for any other records or documents under section 1 within two weeks.
 7. The corporation may charge a fee for a copy of a record or document provided under this section, of not more than the amount set out in the regulations, and may refuse to supply the copy until the fee is paid.

INFORMATION CERTIFICATES

8. The corporation must, within one week after receiving a written request from a unit owner, purchaser or mortgagee of a unit, or a person authorized by any of them, provide to the person who made the request an information certificate in the prescribed form showing, as of the date of the certificate, as much of the following information in respect of the corporation and the unit as is requested: the monthly condo fee payable by the unit owner in respect of the unit; any amount that the unit owner owes to the corporation, other than an amount paid into court or to the corporation in trust under Section 166 of the Act; any agreements under which the unit owner takes responsibility for expenses relating to alterations to their unit, the common property or the common assets; any amount that the unit owner is obligated to pay in the future for a special levy that has already been approved, and the date by which the payment is to be made; any amount by which the expenses of the corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year; the amount in the reserve fund minus any expenditures which have already been approved but not yet taken from the fund; any amendments to the bylaws that have been passed by a special resolution but are not yet filed in the land titles office; any resolution passed by a special resolution or unanimous resolution that is required to be filed in the land titles office but that has not yet been filed; any notice that has been given for a special resolution or unanimous resolution that has not been voted on; any court proceeding or arbitration in which the corporation is a party and any unsatisfied judgments or orders against the corporation; any notices or work orders received by the corporation that remain outstanding for the unit, the common property or the common assets; the number of units in the condominium plan that are rented; the information described in Subsection 239(7) of the Act; and any other information required by the regulations.
9. If requested, an information certificate must attach copies of the rules of the corporation; the current annual budget of the corporation; and the most recent reserve fund study.
10. The information in an information certificate is binding on the corporation in its dealings with a person who relied on the certificate and acted reasonably in doing so.

11. The corporation may charge a fee for a certificate provided under this section, of not more than the amount set out in the regulations, and may refuse to issue the certificate until the fee is paid.

ARTICLE XVIII CONTRACTS

CAPACITY TO CONTRACT AND JOIN ORGANIZATIONS

1. The corporation has the capacity to enter into contracts in respect of its powers and duties under the Act, the regulations and its bylaws; and to join organizations to further its purposes under the Act, the regulations and its bylaws.

CANCELLATION OF MANAGEMENT CONTRACTS

2. A management contract entered into by or on behalf of the corporation may be cancelled, on two months' notice, by the corporation or by the other party to the management contract, without liability or penalty and despite any provision of the management contract to the contrary.
3. The corporation does not need any prior approval to cancel the management contract in accordance with its terms or to refuse to renew it when it expires.

MANAGER MUST RETURN RECORDS

1. A person or business providing management services to a condominium corporation must, within four weeks after the end of the management contract, give the corporation any records referred to in Section 183 or 184 of the Act that are in the person's or business possession or control.
2. A person who fails to comply with Article XVIII section (1) of the bylaws must pay to the corporation an amount calculated according to the regulations.

ARTICLE XIX METHODS OF GIVING NOTICE AND PROVIDING INFORMATION

REQUEST FOR NOTIFICATION BY MORTGAGEE

1. A mortgagee of a unit is entitled to receive notices of general meetings under Section 92 of the Act and notices of money owing under Section 164 of the Act only if the mortgagee gives the corporation a 'mortgagee's request for notification' in the prescribed form

NOTICES GIVEN BY CONDOMINIUM CORPORATION

2. A notice or other document that the corporation is required or permitted to give to a person under the Act, the regulations or a corporation's bylaws must be given to the person if the person has provided the corporation, for this purpose, with a fax number, an email address or an address that is not a unit by leaving it with the person, by mailing it to the person at the address provided, by faxing it to the person at the fax number provided, or by emailing it to the email address provided; and where the person has not provided a fax number, email address or address that is not the unit does not apply and the person is an owner, tenant or occupant of a unit by leaving it with the person, by leaving it with an adult occupant of the unit, by putting it under the door of the unit, by mailing it to the person at the address of the unit, or by putting it through a mail slot or in a mail box used by the person for receiving mail at the unit.

3. The notice or other document may be addressed to a unit owner or tenant by name, or to the person as unit owner or tenant.
4. A notice or document that is given to a person by a method other than leaving it with the person is to be treated as having been given four days after it is delivered in accordance with Article XIX section (2) of the bylaws.

INFORMING RESIDENT OWNERS AND TENANTS

5. For the purposes of Subsections 107(5) and 108(3) of the Act, Section 149 of the Act, paragraph 156(4)(c) of the Act, Section 216 of the Act, and any regulation that requires a corporation to inform unit owners or tenant of certain matters, the corporation may, instead of giving notice under Section 192 of the Act, inform a resident unit owner or tenant by leaving a document containing the information at a location designated by the corporation for the distribution of such information; posting a document containing the information in a part of the common property designated by the corporation for the posting of such information; or any other method permitted under the regulations.

ARTICLE XX CORPORATE NOTICES TO BE FILED WITH REGISTRAR

NOTICE OF DIRECTORS

1. The corporation must, within 30 days after the end of each annual general meeting, file at the land titles office a notice in a form approved by the registrar stating the names and addresses of the directors who will serve on the board for the coming year.
2. The corporation may at any time file at the land titles office a notice in a form approved by the registrar stating a change in the members of the board; or the name or address of a member of the board.

NOTICE OF CHANGE OF ADDRESS

3. The corporation must file at the land titles office a notice of address within 30 days after changing its mailing address from that set out in the notice of address for service submitted under Section 3 of the Act with the application to create the condominium, or the notice then on file with the land titles office; and at any time if it wishes to change its address for service from that set out in either of the notices referred to in this section.

WHAT CONSTITUTES FILING

4. A notice in respect of a condominium corporation is filed in the land titles office when it is received by the registrar and entered in the corporate record folder established for the corporation in the condominium corporation index.

ARTICLE XXI MISCELLANEOUS

1. Invalidity: The invalidity of any part of this bylaw shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Gender: The use of the feminine gender or of the masculine gender in this bylaw shall be deemed to include the masculine, feminine and neuter genders respectively and the use of the singular shall be deemed to include plural wherever the context so requires.

3. Waiver: No restriction, condition, obligation or provision contained in this bylaw 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.
4. Headings: The headings in the body of this bylaw form no part thereof but shall be deemed to be inserted for convenience of reference only.
5. Jurisdiction: The laws of the Yukon Territory in effect from time to time shall apply to this by-law. Condominium Corporation No. 124 hereby enacts the foregoing bylaw by the vote of its sole member which owns 75% of the Common Property.

DATED at the City of Whitehorse, in the Yukon Territory, this day of , 2023

SCHEDULE "A"
RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

PART I. UTILITIES AND WASTE

- 1.1 No parts and portions of the water, sewage and plumbing systems shall be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose tenant, family, guests, visitors, servants, clerks or agents shall cause it.
- 1.2 The owner shall not place, leave or permit to be placed or left in or upon the common property including those of which he or she has the exclusive use, any debris, refuse or garbage except on days designated by the board or the manager as garbage pick-up days
- 1.3 Owners shall not overload existing electrical circuits.
- 1.4 All recycling material shall be placed in the appropriately marked location and in the manner described.

PART II. EXTERIORS AND LANDSCAPES

- 2.1 No awnings or shades shall be erected over and outside of the windows or balconies without the prior written consent of the board.
- 2.2 Nothing shall be placed on the outside of window sills or projections. The foregoing shall not apply to decorative shutters which have been approved for use in advance by the board.
- 2.3 Only seasonal furniture, in good condition, is permitted on balconies or decks and outside of units. No hanging or drying of clothes is allowed on windows, balconies, or balcony railings; and balconies or decks shall not be used for storage
- 2.4 No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit.
- 2.5 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the common property, including grass, trees, shrubs, hedges, flowers or flower beds.
- 2.6 Garments, sheets, rugs or similar items shall not be hung from windows or the facades of any unit and rugs, mats or similar items shall not be dusted by beating from or against windows or facades of the unit.
- 2.7 No hot tubs shall be placed on balconies nor bird feeders or windchimes.
- 2.8 Bicycles are not to be stored or kept on balconies

PART III. PETS

- 3.1 No animals, livestock, reptiles, insects or fowl other than:
1. One (1) dog, not exceeding seventy-five pounds, or two (2) dogs not exceeding a combined total weight of eighty (80) pounds;
 2. Cat(s), restricted in number to comply with City of Whitehorse rules, regulations and Bylaws;
 3. Bird(s), provided same are wholly kept within the confines of a dwelling in a unit and provided same are of a caged variety and not kept for any egg production;
 4. Fish, provided same are of a household variety and are kept in an indoor aquarium;

- 3.2 Notwithstanding the foregoing, no pet that is deemed by the board, acting by majority, or by the corporation's manager, in its absolute discretion, to be a nuisance, shall be kept by any owner of any unit or in any other part of the property. Any owner who keeps a pet on the property or any part thereof shall within two weeks of receipt of a written notice from the board or the manager requesting the removal of such pet, permanently remove such pet from the property. Any pet which is unduly aggressive, intimidating, or poses a physical threat to any person may be removed on twenty-four hour notice to the owner of such animal. No animals, livestock, fowl or pet of any kind shall be kept on or allowed to run at large over any part of the common property.

Under no circumstances may an animal be kept, bred or maintained for any commercial purpose. Should any animal belonging to an occupant or owner be found in the common property without a leash and/or in the care of a person not capable of controlling the animal, the animal may be removed by the corporation, or a person designated by it to do so, to an animal control shelter.

- 3.3 At all times any animal authorized by the board when on the common property must be leashed when outside their unit and under the control of the owner, their guest, visitor or authorized occupant.
- 3.4 Animals are not to be allowed to defecate or urinate on the lawns or any part of the common property. Any municipal by-laws of the City of Whitehorse with regard to animals shall be effective within the common property, and municipal by-law officers are authorized and are permitted to enforce City by-laws on the common property.

PART IV. USE OF COMMON ELEMENTS

All residents, are required to take responsibility to maintain the common property elements and assets to the highest standards. Damage and lack of care to the common property elements and assets may result in a cost borne by all registered owners of the corporation. Owners need to ensure that their families, tenants, visitors, contractors and other persons entering the common property at their request or invitation treat the common property and assets with respect and do not cause damage, whether accidental or otherwise.

- 4.1 Nothing shall be thrown out the windows or doors or from a balcony of any building so as to land on any part or portion of the common property or the unit of any other owner or any property which is within the exclusive use of another party.
- 4.2 No motor vehicle shall be parked on any part of the common property (including any part thereof, of which any owner may have the exclusive use) other than in designated parking spots to which the common property owner or operator of such vehicle is entitled. No repairs are to be made to any motor vehicle on the common property and no motor vehicle shall be driven on any part of the common property other than on a driveway or parking space.

- 4.3 No motor vehicle, trailer, camper, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common property other than on a designated parking space.

Except as provided by rules and regulations of the corporation, no mobile home (whether towed or self-powered, and whether designed for permanent residence or recreational use), trailer of any kind, truck (except three-quarter ton or smaller pick-up trucks without campers), unmounted camper, boat or similar recreational vehicle or disabled vehicle of any kind shall be kept, maintained, placed, constructed, remodeled, reconstructed or repaired (herein collectively referred to as "park" or "parking"), upon any unit, driveway or parking space, nor shall any maintenance or repair of any motor vehicle be performed.

- 4.4 No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be kept or maintained on the common property.
- 4.5 The corporation and its servants and agents shall, notwithstanding any grant of any right, license or privilege or exclusive use of any common property to any owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such common property for the purpose of carrying out any of the duties or functions of the corporation.
- 4.6 No motorized vehicles of any type are permitted on any walking path, save and except for vehicles used to assist with physical mobility restrictions, such as wheelchairs and power assisted walking devices or for the removal of debris or snow as required and required for property maintenance or improvements authorized by the board.
- 4.8 All balconies are considered exclusive use common property and are reserved for the exclusive use of the resident of each unit.
- 4.9 All installation of exterior doors, screen doors and/or doors opening out into common property space must be approved by the board.
- 4.10 Mail is not to be left on top of the mailboxes. If misdirected mail, write "Not at this address" on the envelope and drop it into a postal box.

PART V. RISK MANAGEMENT AND INTERFERENCE WITH ENJOYMENT

- 5.1 No owner shall do, or permit anything to be done on his or her unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on common property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the fire department or with any insurance policy carried by the corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal bylaw.
- 5.2 Water shall not be left running unless in actual use.
- 5.3 Owners or tenants, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board, acting by majority, or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants

and persons having business with them. Residents must curtail noisy activities of any kind after 10:00 PM.

- 5.4 Combustibles or offensive goods, provisions or materials shall not be kept on the property.
- 5.5 The sidewalks, entries, passageways, walkways and driveways used in common by the owners if any shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
- 5.6 No wood burning apparatus of any kind, including but not limited to wood stoves, wood burning furnaces, outdoor fire pits and chimneys shall be installed in any unit or on any part of the common property without written approval of the board and all building permits, approvals and governments and insurance authorization being first obtained.
- 5.7 Neither an owner, nor its family, lessees, tenant or contract purchasers, shall permit anything or condition which would induce, breed or harbor infectious plant diseases or noxious insects or vermin. No plant which constitutes an illegal, prohibited or restricted substance under the laws of Canada shall be kept or cultivated by any owner.
- 5.8 No obnoxious, offensive or illegal activity shall be carried on in any unit or in the common property, nor shall anything be done therein which may be or become an annoyance or nuisance to the other residents of the corporation including, by way of example and without limitation thereto, maintenance of flashing lights visible or noise audible outside the owner's unit, or accumulation of rubbish or debris of any kind on any unit or the common property so as to permit odors to arise therefrom. All garbage, rubbish and debris shall be deposited immediately in the proper receptacles for that purpose provided by the corporation.
- 5.9 Nothing shall be done or kept on in any unit or in the common property which could increase the rate of insurance for the corporation without written consent of the board. The board may levy a remedial charge against the owner of a unit to reimburse the corporation for any such increase in the rate of insurance. No owner shall permit anything to be done or kept in its unit, in the common property which would result in the cancellation of insurance for the corporation. No waste shall be committed in part of the common property.
- 5.10 All owners or tenants, their families, guests, visitors and servants must ensure that all doors are locked behind them when entering or exiting the building, and exercise due care in the use of the intercom system. Strangers should not be allowed to enter the building and ensure you know anyone that you are allowing entry via the intercom. Under no circumstances are any exterior doors to be left propped open when unattended.
- 5.11 Residents who will be absent from Lansing Point should arrange to have their mail held or make arrangements for someone to collect their mail in their absence.
- 5.12 Smoking and vaping of any substance is prohibited on all common property areas except within your own unit and on your balcony as long as the activity does not interfere with the enjoyment by residents of their unit or the common property.
- 5.13 The use of real christmas trees is discouraged due to the potential fire risk. Any debris generated by the movement of the tree in any interior common area is to be removed by the owner or tenant, their families, guests, visitors and servants who caused the debris.

- 5.14 When moving in or out of Lansing Point, notify property management of the date and time of the move, in order to arrange for an elevator lock-out key and instructions on its proper use. The provided elevator wall pads and key are to be returned immediately upon completion of your move. Any changes to the moving date or time are to be conveyed to property management. Any damage to common property that may occur during the move is the responsibility of the owner. Moves are to be conducted between the hours of 7AM and 8 PM. Entrance doors are never to be left propped open and unattended. Movers are to be made aware of these conditions.
- 5.15 The temperature in garages is to be set at a minimum of 45F or 7.5C during the cold season (October through April)
- 5.16 Owners are required to provide the expiry dates on hot water tanks and all Smoke/CO2 detectors in their Unit to the property manager.
- 5.17 Emergency exits are to be used only for emergency NOT for non-emergency exit from the building. Emergency exits are never to be propped open.

PART VI. COMMERCIAL ACTIVITY

- 6.1 No auction sale shall be held on the property.
- 6.2 No commercial enterprise, trade or activity shall be conducted in or upon the property of the corporation, any unit, or the common property, either directly or indirectly unless it satisfies all of the following requirements:
 - 1. No article shall be sold or offered for sale from any unit except as occurs during a permitted garage sale or by private sale where the seller is not in the business of such selling.
 - 2. There shall be no display; no storage of materials or supplies; and no stock in trade or commodity maintained or sold upon any unit,
 - 3. The use shall not generate vehicular or pedestrian traffic in excess of that which is normally associated with single-family residential use and shall require no additional parking spaces.
 - 4. The use shall not involve any exterior indication of the home occupation or alteration of a unit to adapt to the home occupation.
 - 5. The use shall not involve the use of an exterior sign, and shall not create noise, odor, dust, fumes, vibration, smoke, electrical interference, or other interference with the residential use of adjacent property.
 - 6. No person, employee or assistant shall be employed in the unit or dispatched from the unit.
 - 7. The home occupation shall have no advertising of the home address in the telephone book, newspapers or media of any kind.

PART VII. PARKING

- 7.1 The number of exterior parking spaces to which the owner(s) and occupants of a unit are given exclusive use of is one (1) (basic parking). The board may provide exclusive use of more than the basic parking to the occupants of a unit, upon request by the occupants stating the reasons for needing such additional parking and upon such occupant(s) paying such fees as are set by the board for such additional parking and approved by way of a special resolution. The board, at all times may provide temporary

use of parking beyond basic parking, to accommodate persons with mobility difficulties and, in that regard, may redesignate the basic parking to which any person is entitled.

PART VIII. REPAIRS, MAINTENANCE AND RENOVATIONS

- 8.1 Only a member of property management or a member of the board can make an emergency maintenance call. If unable to reach either then the reporting individual or other are authorized to make such arrangements as are necessary to mitigate the emergency; and notify property management and board as soon as possible.
- 8.2 Renovations to the exterior of a unit are prohibited. All exterior renovations and alterations are performed or arranged by the board, upon approval by a special resolution. Interior renovations that require the altering of existing walls, electrical, plumbing or other mechanical systems cannot take place until a plan indicating the scope of work is submitted on the approved form and submitted to the board for approval.
- 8.3 Owners are to ensure that any contractors hired know that they are responsible for the removal of all their construction waste materials; and the cleaning of any common area that may have been affected by the movement of materials. This responsibility defaults to the unit owner if the contractor fails to remove all waste material debris from the common property.
- 8.4 Unit owners are responsible for the maintenance, upkeep and repairs to their own units. However, work affecting the plumbing or electrical that may cause an interruption of service to other residents, needs to be approved by the board and managed or overseen by property management.
- 8.5 Owners are to ensure that kitchen stove hoods and laundry dryer vents are cleaned yearly.

PART IX. SAFETY AND EMERGENCIES

- 9.1 Owners, and their tenants are responsible to ensure the safety and security of the property and other residents by adhering to basic safety rules: notifying authorities if you observe a crime is being committed; alerting authorities to any suspicious activity observed on the common property; not allowing strangers to enter the building; ensuring all exterior doors are locked upon entering or exiting the building; ensuring balcony and suite doors and windows are locked when leaving the building; never prop an exterior door open unless it can be attended; report any burned-out exterior lights, non-functional locks or doors to property management as soon as you notice them; immediately report lost keys and FOBS to property management; mailboxes and intercom panel should display first initial and last name only; mail improperly delivered do you should be marked "not at this address" and placed in the mailbox and not left out; ensure your garage door is closed when you are not present to monitor access; leaving notes on your suite door indicating your absence or the whereabouts of others is discouraged.
- 9.2 The Emergency Alarm system is monitored by Whitehorse City Fire Department and is triggered by pulling the fire or elevator alarms.

In the event of a fire or if you hear the building's fire alarm sound, follow the instructions of the floors designated Fire Marshall

1. Leave your suite (after checking the door for heat and the corridor for smoke). Be sure to take your keys with you.
2. Move to the nearest fire exit. Make sure you know where all the fire exits are on your floor are located.
3. Leave the building in an orderly fashion, closing the doors behind you, including stairwell doors.
4. Evacuate as quickly as you can, but do not panic.
5. Do not linger in stairwells.
6. Do not congregate in front of the building. Move directly to your emergency mustering station located at the vehicle entrance gate located on Seine Square.
7. Follow the instructions of any person needing assistance, as long as their safety and yours is not jeopardized.
8. DO NOT USE THE ELEVATORS – EXIT THE BUILDING VIA THE STAIRWELLS ONLY.

SCHEDULE "B"
BOARD OF DIRECTORS CODE OF ETHICS

I have consented to act as a Director of Lansing Point Condo Corporation #124 and I agree to comply with the following Directors' Code of Ethics throughout my term as a Director:

HONESTY AND GOOD FAITH: I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

CARE, DILIGENCE AND SKILL: I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I commit to attending all Board and owners' meetings, barring unforeseen circumstances; or an absence approved by the Board Chair. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and requirements of the Condominium Act and other legislation.

CONFLICT OF INTEREST: I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the Board. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation.

I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a bylaw. I will act only in the best interests of the Condominium Corporation as a whole and I will not favour the interests of any individual or group of owners or residents.

CONFIDENTIALITY: I will not disclose to any person information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

GOOD CONDUCT: At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

SUPPORT: I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the Right to express my own views to owners upon non-confidential issues.

DEFAMATION: I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation.

MINIMIZE CONFLICT: I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first-class image for our Corporation, its units, owners and residents.

EDUCATION: I recognize that governance of a Condominium Corporation involves complex and changing requirements, I will continue to educate myself in regards to pertinent legislation, bylaws and regulations and current issues relevant to the betterment of managing of Lansing Point.

AGREEMENT – I hereby agree to comply with the provisions set out in this Directors' Code of Ethics.

Dated on the _____ day of _____ 2023

Witness: _____

Signature _____

Print name _____ Unit # _____

SCHEDULE "C"**LANSING POINT'S OWNER - TENANT LEASE INFORMATION & AGREEMENT****OWNER'S INFORMATION**

Name:	Address:	Phone #
Email:	Lease Term	Unit #

TENANT'S INFORMATION

Name:	Phone #:	Email:
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ACKNOWLEDGEMENT

I _____, acknowledge that Lansing Point is a single-family residence.

I _____, covenant and agree that I, the tenant of Unit ____ of Lansing Point, the members of my household and my guests from time to time will, in using the unit rented by me and the common property elements, comply with the Condominium Act, the Declaration and the Bylaws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy. I further acknowledge that I have received from the Owner copies of the Bylaws and Rules of Lansing Point.

MUST BE FILED BY THE OWNER WITHIN 14 DAYS OF THE TENANT TAKING RESIDENCE

TENANT		
PRINT NAME		SIGNATURE
DATE:		
OWNER		
PRINT NAME		SIGNATURE
DATE:		
OFFICE USE		
Date received:		
Received by:		