

Wolf Willow Cohousing Condominium Corporation
Formerly: The Owners: Condominium Corporation No. _____

BYLAWS

TABLE OF CONTENTS		PAGE
I	Definitions	2
II	Duties of the Owners	4
III	Powers and Duties of the Corporation	6
V	Election of the Board	8
IV	Officers of the Corporation	9
VI	Written Resolutions	9
VII	Seal and Signing Authority of the Corporation	10
VIII	Powers and Duties of the Board	10
X	Procedure for Annual Meeting and General Meetings	14
XI	Voting	15
XII	Enforcement of By-laws	17
XIII	Rental of Residential Units	17
XIV	Voluntary Dispute Resolution	18
XV	Restrictions on Use	19
XVI	Sale of a Unit	21
XVII	Insurance	22
XVIII	Replacement Reserve	23

I Definitions

Definitions

- 1(1) In these By-laws, the following terms shall have the meaning set out below, unless the context otherwise requires
- (a) "**Act**" means The Condominium Property Act of Saskatchewan, and all regulations of the Act, together with all amendments and any statute which may be substituted for the same, as amended from time-to-time;
 - (b) "**annual meeting**" means an annual general meeting of the corporation owners and Board of Directors;
 - (c) "**Board**" means the Board of Directors of the Corporation as constituted in accordance with the By-laws;
 - (d) "**Cohousing**" is an alternative approach to housing development in which a group of prospective neighbours plan and create their homes and community. Individually owned apartments are oriented around extensive, commonly owned and shared facilities. The physical layout allows spontaneous connection among community members. The intention is to balance the need for privacy with the desire to know and interact with neighbours. After move-in, members continue to participate in the community's governance and make decisions by consensus;
 - (e) "**Common Expenses**" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these Bylaws;
 - (f) "**Common Property**" means the lands, property and facilities used and owned in common by the unit owners and includes exclusive use areas such as patios but does not include the unit as defined in the registered Condominium Plan;
 - (g) "**Condominium Plan**" means the plan registered by the Developer under the Act as _____ that defines how the buildings and lands are divided into units;
 - (h) "**Condo Fees**" means an Owner's percentage of the common expenses and reserve fund contribution that shall be owing from time to time and any amount that a particular Owner must pay pursuant to the provisions of these Bylaws;
 - (i) "**Contributions**" means Condo Fees as defined herein;
 - (j) "**Corporation**" means the Condominium Corporation constituted as a legal entity under the Act by the registration of the Condominium Plan, commonly referred to as "Wolf Willow Cohousing";
 - (k) "**General Meeting**" means a general meeting of the corporation other than the annual meeting;
 - (l) "**Manager**" means the property manager or other person or persons contractually appointed by the Board to manage the affairs of corporation;
 - (m) "**Occupant**" means anyone residing in a unit whether or not a registered owner, and can include family members, tenants and anyone else permitted on site by the Owner or their tenant;
 - (n) "**Owner**" means the registered Owner or Owners of a unit and may include other persons as prescribed in the Regulations to the Act for specific purposes;

- (o) "**Personal Property**" generally means property that is not permanently affixed to the land or building;
- (p) "**Proxy**" means the written authorization from an Owner to count them as if they were present in the decision making in order to achieve quorum.
- (q) "**Quorum**" means the number of votes required to be in attendance to conduct business at a meeting of the Board or at a general meeting;
- (r) "**Real Property**" means the land and buildings and anything permanently affixed thereto;
- (s) "**Resident**" means an Occupant as defined herein;
- (t) "**Reserve Fund**" means a fund established pursuant to the requirements of the Act for the purpose of funding any unforeseen common expenses and any major repair or replacement of common property;
- (u) "**Resolution**" means a decision passed at a properly convened meeting of the corporation or of the Board of Directors in which the members present and authorized to vote thereon have agreed to the passing of the motion;
- (v) "**Scheme of Apportionment**" means the basis on which the condominium fees are calculated, whether in accordance with the original unit factor assigned to the unit or on amended basis as registered in the bylaws;
- (w) "**Special Resolution**" means:
- (i) A resolution passed at a properly convened meeting of the Corporation by Owners or their duly authorized proxies, representing a majority of not less than two-thirds (2/3) of the total unit factors for all the units of all the Owners who were present personally or by proxy and who voted in respect of that resolution; OR
 - (ii) A resolution approved in writing by Owners or their duly authorized proxies representing a majority of not less than two thirds (2/3) of the total unit factors for all units for all Owners who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act of these Bylaws provided notice and request for approval was forwarded to all Owners or their duly authorized proxy at a time and in a manner prior to adoption of such resolution;
- (x) "**Unanimous Resolution**" means the resolutions:
- (i) A resolution passed at a properly convened meeting of the Corporation by all votes cast by persons personally present or by proxy at the meeting who voted and were entitled to vote in respect of the resolution; AND
 - (ii) That is approved in writing by all persons who were not personally present or by proxy at the meeting but who were entitled to exercise the powers of voting conferred by the Act or by the Bylaws; OR
 - (iii) A resolution approved in writing by all Owners who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the Bylaws;

(y) **"Unit"** means the portion of the building owned by the Owner as defined in the registered condominium plan and defined as the centre line of floors, common walls and ceilings;

(z) **"Unit Factor"** means the percentage share allocation to each unit as specified in the registered Condominium Plan and the total of all unit factors must sum to 10,000 as prescribed under the Act .

- (2) Words and expressions which are not otherwise defined herein and which have a special meaning assigned to them in the Act have the same meaning in these Bylaws.
- (3) The rights and obligations given or imposed on the corporation or the owners pursuant to these bylaws are in addition to any rights or obligations given or imposed on the corporation or the owners pursuant to the Act.
- (4) If there is any conflict between these bylaws and the Act, the Act prevails.
- (5) Words importing the singular number also include the plural and vice versa, and words importing persons include firms, corporations and vice versa, where the context so requires.
- (6) Headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms of the provisions of any Bylaw.

II Duties of the Owner

Owner's duties

2 An owner shall:

- (a) permit the corporation and its agents, at all reasonable times with notice including the date, approximate time of entry, and the reason for entry, except in case of emergency when no notice is required, to enter in or on his or her unit for the purposes of:
 - (i) inspecting the unit;
 - (ii) maintaining, repairing or replacing pipes, wires, cables and ducts existing in or on the unit and used or capable of being used in connection with the enjoyment of any other unit or common property;
 - (iii) maintaining, repairing or replacing common property;
 - (iv) ensuring compliance with the Act and that the bylaws are being observed; or
 - (v) maintaining, repairing or replacing any other items deemed to be the responsibility of the condominium corporation

- (b) promptly carry out all work that may be required pursuant to these bylaws or as required by a local authority or other public authority respecting his or her unit, other than any work for the benefit of the building or parcel generally or repair and

maintenance that is the responsibility of the condominium corporation under these bylaws;

(c) promptly pay all rates, taxes, charges and assessments that may be payable respecting his or her unit;

(d) maintain his or her unit in a state of good repair;

(e) repair and maintain balconies or decks designated as exclusive use areas to a standard established by the council from time to time except for repair and maintenance that is the responsibility of the condominium corporation under these bylaws;

(f) repair and maintain his/her unit and keep it clean and in a good state of repair, particularly as it relates to items affecting common property and common costs, reasonable wear and tear and such damages as is insured against by the Corporation excepted; and shall maintain in a reasonable manner any area which is located on any part of the common property to which the owner has been granted exclusive use, and if the owner shall not maintain such area to a standard similar to that of the common property, the Corporation may give one reasonable notice to the owner to this effect and if such notice is not complied with, then the Corporation may carry out such work and the cost of such work shall be assessed against the unit in the same manner as condo fees;

(g) promptly notify the corporation of:

(i) any change in the ownership of the unit including, where possible, the new owner's name, telephone number and mailing address if the new owner is not the occupant;

(ii) any mortgage registered against the unit;

(iii) within two weeks of entering into a rental agreement, the name, address and telephone number of the tenant(s).

(iv) any long-term absence from the unit, in which case the owner shall notify the corporation of arrangements made for the periodic inspection of the unit during such absence and shall provide alternate contact information for emergency purposes.

(h) obtain the written consent of the board before making alterations to:

(i) his or her unit that affect the common property or another unit except for decoration of the unit entry door, which is at the owner's discretion; or

(ii) the common property including and not limited to anything affecting;

(aa) the structure of the building;

(bb) the exterior of the building;

(cc) chimneys, stairs, porches, balconies or other things attached to the exterior of the building;

- (dd) doors or windows on the exterior of a building, or that front on the common property;
- (ee) fences, railings or similar structures that enclose a balcony or deck;
- (ff) penetration of the building envelope to add a gas fireplace (wood burning fireplaces are not allowed);

(i) be responsible for ensuring that maintenance is performed according to the manufacturer's recommendations for any and all appliances and/or fireplaces in the unit;

(j) contribute voluntarily to community life, management, or building maintenance, according to the guidelines and policies established by the board from time to time as he or she is able. An owner shall have the option to pay additional fees to compensate for missed contribution.

(k) ensure that all occupants and/or tenants residing in the unit are aware of the Bylaws and all other policies, procedures and guidelines of the condominium corporation and that all such residents agree to comply therewith,

(l) be responsible for maintaining his/her own insurance coverage on all personal belongings and on all appliances and improvements made to the unit whatsoever and maintain liability insurance which will protect the common property and other owners from any negligent act of the owner or anyone occasioned on the property by the owner,

(m) not do anything that will in any way cause the Corporation's insurance premiums to increase and if such event should occur, shall forthwith pay the cost of such increased premium,

(n) indemnify and save harmless the Corporation from and against all loss, cost, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his/her family or any member thereof or any other resident of his/her unit except for any loss, cost, damages, injury or liability other than that properly covered by such policy or policies of insurance maintained by the Corporation.

III Powers and Duties of the Corporation

Duties of corporation

3 The corporation shall:

- (a) control, manage and administer the common property for the benefit of all owners;
- (b) repair and maintain all of the following:
 - (i) common assets of the corporation;
 - (ii) common property that has not been designated as exclusive use areas;

(iii) exclusive use areas, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year,

(iv) the following, no matter how often the repair or maintenance ordinarily occurs:

- (aa) the structure of the building;
- (bb) the exterior of the building;
- (cc) chimneys, stairs, porches and other things attached to the exterior of the building except anything that has been built or installed by the owner after original construction;
- (dd) doors and windows on the exterior of a building or that front on the common property;
- (ee) fences, railings and similar structures that enclose private balconies and other common areas; and

(c) on the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or person authorized in writing by the owner or mortgagee, the policy or policies of insurance obtained by the corporation and the receipt or receipts for the last premium or premiums paid by the corporation.

Powers of corporation

4 The corporation may:

(a) acquire real or personal property to be used:

- (i) for the maintenance, repair or replacement of the real or personal property of the corporation or the common property; or
- (ii) by owners in connection with their enjoyment of the real and personal property of the corporation or the common property;

(b) borrow money required by it for the performance of its duties or the exercise of its powers;

(c) secure the repayment of money borrowed by it and interest on that money by:

- (i) negotiable instrument;
- (ii) a mortgage of unpaid contributions, whether levied or not;
- (iii) a mortgage of any property owned by it;
- (iv) a mortgage of common property, where approved by special resolution;
- (v) any combination of the things mentioned in subclauses (i) to (iv);

(d) where approved by the owners, rent common property or property owned by the corporation;

(e) subject to section 59 of the Act, charge interest at the rate of prime plus 4% or such other amount set by owners at an annual meeting on any money owing to it by an

owner;

(f) take legal or other action for the collection of money owing to the corporation and/or for specific performance of the bylaws and policies of the corporation;

(g) determine whether to approve alterations to units or common property for the purposes of section 2 (g) but must not unreasonably withhold its approval, and may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to ensure that a qualified professional performs any installation or alteration; and

(h) make an agreement with an owner or tenant of a unit for the provision of amenities or services by it to the unit or to the owner or tenant of the unit.

IV Election of the Board

Election of the board

5(1) The board is to consist of all owners.

(2) An individual shall not be a member of the board unless that individual is 18 years of age or older.

(3) For the purposes of this section and section 6, an owner may appoint a designate.

(4) The appointment of a designate must be in writing and must be signed by the owner or his or her attorney.

(5) The revocation of the appointment of a designate must be in writing and must be signed by the owner or his or her attorney.

(6) If a person ceases to be an owner or occupant or owner's representative, they immediately cease to sit on the Board.

Eligibility to sit on the board

6(1) If a unit has more than one owner, all owners, or his or her designates, respecting that unit, shall sit on the board at one time.

(2) An owner who has not paid to the corporation the contributions due and owing respecting his or her unit, including any amounts levied as a fine, parking charge or other chargeback, is not eligible, nor is his or her designate, to sit on the board.

(3) An owner is not eligible to sit on the board if he or she:

- (a) is bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
- (b) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*;
- (c) has been convicted of an indictable offence for which he or she was liable to imprisonment for a term of not less than two years;
- (d) is subject to a legal action by the condominium corporation; or
- (e) is in contravention of a bylaw of the condominium corporation.

V Officers of the Corporation

Officers

7 (1) Officers are elected at the Annual General Meeting.

(2) Officers shall consist of a President, Vice-President, Secretary and Treasurer. The same person can fill more than one position.

(3) If an officer is unwilling or unable to act for a period of 2 or more months, the Board members may appoint a replacement officer from among themselves for the remainder of the term.

(4) A person ceases to be an officer of the corporation if he or she ceases to be a member of the board.

(5) If a person ceases to be an officer of the corporation, the board shall designate from its members a person to fill that office for the remainder of the term.

VI Written Resolutions

Written resolution

8 (1) A written resolution of the board signed by 10 owners has the same effect as a resolution passed at a meeting of the board properly convened and held.

(2) All decisions and resolutions passed at a meeting of the board must be recorded in the minutes.

(3) A copy of every resolution mentioned in subsections (1) is to be kept with the minutes of the board.

(4) The board must distribute minutes of board meetings to all owners within 2 weeks of the meeting, whether or not the minutes have been approved.

VII Seal and Signing Authority of the Corporation

Seal

9 The corporation shall have a corporate seal that is not to be used except under the authority of a resolution of the board given prior to its use.

Signing authority

10 The board shall prescribe, by resolution:

- (a) those officers or other persons who are authorized to sign cheques, drafts, instruments and documents not required to be signed under the corporate seal; and
- (b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.

VIII Powers and Duties of the Board

Duties

11(1) The powers and duties of the Corporation, subject to any restrictions imposed or directions contained within the Act or these Bylaws, shall be exercised and performed by the Board. Subject to any directions given by special resolution at a general meeting, the Board shall enforce the provisions hereof against all Owners and other persons. The board shall:

- (a) Cause minutes to be kept of the proceedings of the Board and of general and special meetings of the Corporation;
- (b) Cause proper books of the Corporation to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures take place;
- (c) Cause to be prepared proper accounts relating to all monies of the Corporation and the income and expenditures thereof and financial statements for each fiscal year of the Corporation, and present such statements to each annual general meeting;
- (d) Cause to be prepared on or prior to the end of each fiscal year an annual budget in regard to the financial affairs of the Corporation and present the same at the annual general meeting for ratification;
- (e) On application of an owner or mortgagee or any duly authorized proxy or other person authorized in writing by him, make the books of account, financial statements and annual budget, and minutes of Board meetings and general and special meetings available for inspection at all reasonable times;

(f) On application of an owner or any person acquiring an interest in a unit from an owner, give a complete statement of the standing of the unit owner with regard to contributions and with regard to fulfilment of all the owner's obligations in connection with the bylaws of the corporation and such other information as is required under the Condominium Act and Regulations.

(g) keep a copy of *The Condominium Property Act, 1993* and the regulations made pursuant to that Act.

(2) The secretary or, in the event of his or her absence or disability, another member of the board designated by the board shall be responsible for:

(a) recording and maintaining all the minutes of meetings of the board;

(b) all the correspondence of the corporation; and

(c) carrying out his or her duties under the direction of the chairperson and the board.

(3) The treasurer or, in the event of his or her absence or disability, another member of the board designated by the board shall work with the property manager (if applicable) and will be responsible for:

(a) receiving all money paid to the corporation and depositing that money as the board may direct;

(b) properly accounting for the funds of the corporation and keeping those books as the board directs;

(c) presenting to the board when directed to do so by the board, a full detailed account of receipts and disbursements of the corporation; and

(d) preparing for submission at the annual meeting:

(i) a budget for the forthcoming fiscal year of the corporation; and

(ii) the financial statement for the most recently completed fiscal year of the corporation.

(4) All officers of the corporation shall act honestly and in good faith and with a view to the best interests of the corporation and each member of the board shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Powers

12 (1) The board may:

(a) employ on behalf of the corporation any agents and employees it considers necessary to control, manage and administer the real and personal property of the corporation and the common property and, in that respect, may authorize those persons to exercise the powers and carry out the duties of the corporation; and

(b) subject to subsections (2) to (4) and any restriction imposed on it or direction given to it at a general or annual meeting of the corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.

- (2) The board may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with the approved operating budget for the year, or
 - (c) delegates the general authority to make expenditures in accordance with subsection (3).

- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.

- (4) The board may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a common facility.

(5) The Board may appoint, elect or seek volunteer members to form committees or clubs or to act for a specific purpose from time-to-time, such committees, clubs and individuals to report back to the Board and to operate within any guidelines or restrictions established by the Board.

(6) The Board may make such policies, rules, regulations and guidelines from time to time as it may deem necessary or desirable, insofar as they are consistent with these By-Laws and the Condominium Act, in relation to the use, enjoyment and safety of the common property and the conduct of the owners thereon and do all things reasonably necessary for the enforcement of the Bylaws and for the control, management and administration of the common property generally and all such policies, rules, regulations and guidelines shall be in effect from such date as they are approved at a properly convened meeting of the Board of Directors and shall be enforceable as though they were bylaws; each year all such policies, rules, regulations and guidelines that have been established since the preceding Annual

General Meeting shall be presented for ratification or amendment thereto at the next Annual General Meeting, such ratification or amendment to be approved by Special Resolution

Spending restrictions

13 (1) A person may not contract on behalf of the corporation or otherwise spend the condominium corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a board member may authorize the repair or replacement of common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of board member

14(1) A board member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the board.

(2) Subsection (1) does not affect a board member's liability, as an owner, for a judgment against the condominium corporation.

Decision-making and Quorum

15 (1) At meetings of the board, all matters are to be determined according to the decision-making guidelines established by the board from time to time.

(2) A quorum of the board is ~~4~~ owners representing 10 units. For greater certainty, owners do not include occupants who are not owners but can include a designated owner's representative.

(3) Board members may submit written proxies for the specific purpose of establishing quorum.

Meetings of the Board

16 (1) Any board member may call a board meeting by giving the other board members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A board meeting may be held on less than one week's notice if the meeting is required to deal with an emergency situation or if a quorum of the Board waives notice.

(4) At the option of the board, board meetings may be held by electronic means, so long as all board members and other participants can communicate with each other.

(5) If a board meeting is held by electronic means, board members are deemed to be present in person.

X Procedure for Annual Meeting and General Meetings

Order at meetings

17 All meetings of the board and general meetings are to be conducted according to the rules of order adopted by the meeting.

Owners requesting meeting

18 (1) The board, on the written request of owners or their designates entitled to vote who represent not less than 25% of the total unit factors for the units, shall convene a general meeting no later than 45 days after the request is received by any member of the board.

(2) The written request for a general meeting mentioned in subsection (1) is to state the general nature of the business to be conducted at the meeting.

(3) The board shall prepare an agenda, including the matter requested pursuant to subsection (2), and may add matters to the agenda other than those requested pursuant to subsection (2).

Notice of meetings

19 (1) When an annual meeting or a general meeting is to be convened, the board, not less than 14 days prior to the day on which the meeting is to be convened, shall give to each owner written notice of the meeting stating:

- (a) the place, date and time at which the meeting is to be convened; and
- (b) the nature of all business to be brought forth at the meeting and level of approval required for each item.

(2) On being notified by a mortgagee entitled to vote pursuant to section 42 of the Act that it wishes to be notified of annual and general meetings, the board shall give to that mortgagee the same notices required to be given to the owner pursuant to subsection (1).

(3) An annual meeting or a general meeting or anything done at a meeting is not invalid by reason only that a person was inadvertently not given notice pursuant to subsection (1) for that meeting.

Quorum

20 (1) Except as otherwise provided by these bylaws, no business shall be transacted at an annual meeting or a general meeting unless a quorum of persons entitled to vote is present or represented by proxy at the time when the meeting begins.

(2) A quorum for an annual meeting or a general meeting consists of not less than 10 owners representing 10 units. For greater certainty, owners do not include occupants who are not

owners but can be an owner's designated representative.

(3) If, within 30 minutes from the time appointed for the commencement of an annual meeting or a general meeting, a quorum is not present, the meeting stands adjourned to the corresponding day in the next week at the same place and time.

(4) If, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purposes of that meeting.

Chairperson

21 (1) Any member of the board who volunteers to act as chairperson shall act as chairperson of an annual meeting or a general meeting.

(2) The order of business at an annual meeting may be as follows:

- (a) issue coloured decision-making cards;
- (b) select a person to chair the meeting, if necessary;
- (c) call to order by the chairperson;
- (d) calling of the roll and certifying of proxies;
- (e) confirm quorum;
- (f) proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approval of any unapproved minutes;
- (g) reports of officers;
- (h) reports of committees;
- (i) report on insurance coverage;
- (j) approve the operating budget for the coming year;
- (k) election of officers;
- (l) unfinished business;
- (m) new business;
- (n) adjournment.

XI Voting

Eligible voters

22(1) At an annual or special general meeting if a unit has more than one owner, all owners, or his or her representative, respecting that unit, shall have the right to vote.

(2) An owner who is not current in the payment of contributions or other amounts due and owing respecting his or her unit is not eligible, nor is his or her representative, to vote.

(3) An owner is not eligible to vote if he or she:

- (a) is bankrupt under the *Bankruptcy and Insolvency Act* (Canada);
- (b) is the subject of a certificate of incapacity issued pursuant to *The Dependent Adults Act*;
- (c) has been convicted of an indictable offence for which he or she was liable to imprisonment for a term of not less than two years;
- (d) is subject to a legal action by the condominium corporation; or
- (e) is in contravention of a bylaw of the condominium corporation.

Participation by other than eligible voters

23 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

24 (1) At an annual or special general meeting, a resolution is voted on by a show of coloured cards according to the decision-making guidelines established by the board from time to time unless a vote by unit factors is requested by a person entitled to vote and present in person.

(2) If a vote by unit factors is requested, the chair must decide whether it will be by show of coloured cards or by roll call, secret ballot or some other method.

(3) The outcome of each vote, including the number of votes for and against the resolution if a vote by unit factors is requested, must be announced by the chair and recorded in the minutes of the meeting.

(4) Except on matters requiring a unanimous vote, an owner or occupant is not entitled to vote if the corporation is entitled to register a lien against that unit under the Condominium Property Act.

Vote by unit factors

25 A vote by unit factors, if demanded, is to be conducted in a manner as directed by the chairperson, and the result of the vote by unit factors is deemed to be the resolution of the meeting at which the vote by unit factors was demanded.

Tie votes

26 (1) Where there is a tie vote the chairperson shall direct a vote by unit factors.

(2) Where there is a tie vote on a vote by unit factor, the resolution is defeated.

Voting by co-owners

27 (1) If a vote is taken by unit factors, the number of votes that a person may cast is to correspond to the unit factors for the respective units represented by that person.

(2) If a unit is owned by more than one person, those co-owners may vote personally or by proxy and in the case of a vote by unit factors, a co-owner is entitled to that portion of the vote applicable to the unit that is proportionate to his or her interest in the unit, as long as, where only one owner is present, that owner is entitled to vote all of the unit factors for that unit.

(3) A co-owner may demand that a vote by unit factors be taken.

Personal or proxy vote

28 Except on matters requiring a unanimous vote, all voting must be in person. Proxy is only allowed to achieve quorum.

Restrictions on voting

29 Except as provided for in section 21 and 27 of these bylaws, there are no restrictions or limitations on an owner's rights to vote at an annual meeting or a general meeting, excepting if the matter in question pertains to any owner's or representative's personal affairs, that person must abstain from voting on the matter.

Written resolutions

30 If a resolution of the members of the corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened annual meeting or general meeting, would be entitled to vote has the same effect as a resolution duly passed at the meeting.

XII Enforcement of Bylaws

Enforcement of bylaws

31 The corporation is authorized to commence an action pursuant to section 99 of Act.

Maximum fine

32 The condominium corporation may fine an owner, owner's representative, occupant or tenant the maximum allowed under the Act.

XIII Rental of Residential Units

Corporation authorized

33 For the purposes of section 82 of the Act, the corporation is authorized to do the following:

- (a) impose or collect deposits pursuant to section 77 of the Act;

- (b) make applications to the Rentalsman pursuant to section 80 of the Act;
- (c) collect common expenses from tenants pursuant to section 81 of the Act.

Rental of Residential Units

34 (1) Any owner of a residential unit wishing to rent the unit or who otherwise will not be occupying the unit, shall give written notice to the Corporation of occupants names and telephone numbers.

(2) The owner is responsible for the conduct of the tenant or other occupants and shall ensure that all occupants are aware of these By-laws agree to abide by them.

(3) The owner remains responsible for the timely payment of the condo fees.

(4) The corporation may require the owner of a residential unit who rents the unit to pay to, and maintain with, the corporation a refundable, non-interest bearing deposit provided that amount does not exceed the maximum amount of a security deposit pursuant to The Residential Tenancies Act. The corporation may use the deposit to cover any amounts owing by the tenant or for the maintenance, repair or replacement of any real or personal property of the corporation or any of the common property or common facilities that is damaged, destroyed, lost or removed by a person residing in or on the rented unit or any of the common property for which an owner is permitted to exercise exclusive use that is damaged, destroyed, lost or removed by a person residing in or on the rented unit.

(5) Within thirty (30) days after receiving notice that the unit is no longer being rented out, the Corporation shall assess any charges to be made against the deposit and shall forthwith return the balance remaining to the owner, without interest.

(6) The owner shall remove any objectionable tenant or resident when so directed by the Corporation failing which, the Corporation may make application to the Rentalsman for an Order to Give Up Possession.

(7) Where the owner's contribution to the common expenses and replacement reserve fund is in arrears with respect to a residential unit that is occupied by a tenant, the corporation may require the tenant to pay the amount of the arrears to the corporation and the tenant shall be entitled to deduct the amount of the payment from the rent that the tenant pays to the owner.

XIV Voluntary Dispute Resolution

Voluntary dispute resolution

35 (1) A dispute among owners, tenants, the corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a) all the parties to the dispute consent, and
- (b) the dispute involves the Act, the regulations, the bylaws, the guidelines or the rules.

(2) A dispute resolution committee consists of

(a) one owner or occupant nominated by each of the disputing parties and a third owner or occupant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any other number of persons consented to, or chosen by, a method that is consented to by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties voluntarily end the dispute.

(4) The dispute resolution committee must hold their first meeting within thirty (30) days of being selected and must continue the mediation process without any undue delay.

XV Restrictions on Use

Restrictions on Use

36 (1) An owner shall ensure that his or her occupants comply with the requirements that the owner must comply with pursuant to this section.

(2) An owner shall not:

(a) use or enjoy the real or personal property of the corporation or the common property in a manner that unreasonably interferes with its use and enjoyment by other owners or occupants;

(b) use his or her unit in a manner or for a purpose that will cause a nuisance or hazard to any other owner or occupant;

(c) use his or her unit for a purpose that is illegal;

(d) make undue noise in or on his or her unit or on or about the real property of the corporation or the common property;

(e) do anything respecting his or her unit, the real or personal property of the corporation or the common property or bring or keep anything on it that will in any way increase the risk of fire or result in an increase in any insurance premiums payable by the corporation;

(f) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;

(g) hang or place on the real property of the corporation or the common property or within or on a unit anything that is aesthetically displeasing in the board's opinion when viewed from outside the units;

(h) leave articles belonging to his or her household on the real property of the corporation or the common property when notice has been given by the Board to remove of the belongings;

(i) obstruct a sidewalk, walkway, passage, driveway or parking area other than for entering and leaving his or her unit;

(j) use any portion of the real property of the corporation or the common property except in accordance with the bylaws, or

(k) use any portion of the real property of the corporation or the common property that is contrary to a purpose for which the unit or common property is intended as shown expressly or by necessary implication on or by the condominium plan.

(3) cause any excessive noise during the quiet time as set by the Board from time-to-time.

(4) use outdoor power tools and equipment such as, but not limited to, lawnmowers, leaf blowers, weed eaters, power-washers, chain saws, roto-tillers, bug zappers, etc. except under the guidelines developed by the board.

(5) employ landscaping methods except those established by the Landscape Committee. The use of products and methods other than organic ones need to be approved by the Board.

(6) cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a unit which the condominium corporation must repair and maintain under these bylaws or insure under the Act and an owner shall be responsible for the actions of their guests and other persons permitted by them to be on the premises.

(7) permit any pets in their unit or on common property except in accordance with the pet policy established by the board from time to time including the following:

a) A maximum of two dogs, or two cats, or one dog and one cat will be allowed in each unit. Exceptions to this must be approved in advance by the board.

b) An owner, tenant, occupant or visitor must ensure that all dogs are leashed or otherwise secured when in unfenced exclusive use areas, or common property. Exceptions may be granted if it can be demonstrated that the dog is sufficiently trained to be under control at all times. The board must approve any exceptions.

c) Every owner or tenant who owns a pet must become a member of the pet club.

d) All animal owners must comply with City of Saskatoon regulations pertaining to licensing/responsible pet ownership. Pet owners must produce proof of vaccinations and proof that the animal has been neutered.

(e) If the board on reasonable grounds considers a pet to be a nuisance, and the owner has not satisfactorily and within a reasonable period of time corrected the nuisance, the board is entitled to give the owner of the pet written notice to have the pet removed within thirty days of receiving such notice and the owner shall comply forthwith.

(8) Use of common facilities and property for personal or commercial use except in accordance with guidelines established by the board from time to time.

(9) carry on a home-based business except with the prior approval of the Board and except in accordance with guidelines established by the board from time to time.

(10) smoke within indoor common property. Smoking will only be permitted within outdoor common property in a designated smoking area. Smoking is not permitted on exclusive use common property (private decks, gardens, or balconies). Smokers are expected to ensure that their smoking is not bothering their neighbors.

(11) rent their unit except within the rental policy established by the board from time to time.

(12) use the parking areas for any use except in allowed for and in accordance with the parking policy established by the board from time to time including the following:

(a) The condominium corporation owns the parking (as common property) and will designate the use as it determines appropriate. When someone purchases a unit they are also purchasing a share of the parking as part of the common property.

(b) Every homeowner is entitled to the use of one parking stall, but the community decides how parking stalls that are not needed for vehicle parking will be used.

(13) Propane barbeques may be used in accordance with Section 19 of The Fire and Protective Services By-law #7990 which was passed by the City Council of Saskatoon in 2001.

XVI Sale of a unit

Sale of a unit

37 (1) An owner must ensure that prospective purchasers are educated about the social, legal and financial responsibilities of ownership in a cohousing development and are made aware of all bylaws, rules, regulations, guidelines, values and governance of the condominium corporation prior to the sale of a unit. Owners must adhere to the guidelines

for the sale of units established by the board, but such guidelines may not prohibit or restrict the right of the owner to freely sell the unit or an interest in the unit.

(2) Any signage for marketing of units must be approved by the board prior to it being installed.

XVII Insurance

Insurance by the Corporation

38 (1) Subject always to the Act, the Corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry, the following insurance in one or more policies:

(a) Insurance against damage by fire and such other major perils as the Board may from time to time deem advisable insuring the common property and the units, but excluding any improvements to the units made by the owners thereof, in an amount equal to the full replacement value of such units and common property without deduction for depreciation;

(b) Insurance against damage by fire and such other perils as the Board may from time to time deem advisable, insuring such personal property as may be owned by the Corporation, without deduction for depreciation;

(c) Insurance on boilers or pressure vessels or such other machinery and equipment insuring against damage to or caused by such machinery, boilers or pressure vessels as the Board may deem advisable;

(d) Public liability and property damage insurance insuring the liability of the Corporation, its servants and agents and the owners from time to time, in amounts to be determined by the Board but in any event in an amount of not less than Two Million (\$2,000,000.00) Dollars, inclusive of bodily injury and/or property damage per occurrence, provided that the coverage afforded by such insurance shall apply to any action brought against any of the insured by any other insured in the same manner as though separate policies were issued to each;

(e) Such other insurance policies as the Board members may deem advisable from time to time.

(f) A report on the insurance coverage carried by the Corporation shall be presented to the owners annually at the Annual General Meeting.

Insurance by Owners

39 (1) The Owners may carry insurance on their respective units in the condominium as permitted by the Act, provided that the liability of the insurers in respect of the insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any unit owner. Each owner acknowledges that the Corporation does not carry insurance with respect to improvements made to a unit by the owner or former owner thereof and further each Owner acknowledges that the Corporation does not carry insurance with respect to the contents within a Unit.

(2) If an insurance claim is made against the Condominium Corporation's insurance policy that arises from something under the ownership or control of one or more owners/occupants or their guest(s), then, at the sole discretion of the Board of Directors, the owner(s) of the said unit(s) shall be responsible for paying the amount of the Condominium Corporation's insurance deductible on the resulting claim.

(3) If an owner is or becomes uninsurable or adversely affects the property insurability or insurance rates, such an owner shall make adequate compensation to keep the property fully insured as herein provided and shall pay extra costs in connection therewith. The aggregate amount of such compensation of costs shall be a debt due and payable to the Corporation bearing interest at the Prime Rate plus Four (4%) percent per annum.

XVIII Replacement Reserve

Replacement Reserve

40 (1) Subject to the provisions of the Act, the Corporation shall assess owners for contribution to a replacement reserve fund to be used for unexpected or major repairs and for the eventual replacement of major components of the building(s) whose life expectancy is less than that of the building.

(2) The reserve funds shall be maintained in a separate account and shall be invested in interest bearing investments that do not put the principal amount of the investment at risk. All interest earned on reserve funds shall accrue to and form part of the fund.

(3) Monies in the reserve fund shall not be used for any other purposes than that outlined herein.

(4) The amount payable by each owner shall be due and payable at the same time as the condo fees levied for common expenses and shall be treated as condo fees for the purposes of collection.

(5) A report on the Replacement Reserve shall be presented to the owners annually at the Annual General Meeting