

60. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation shall indemnify every member of the Board, Manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board Member, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that any or all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

61. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- (b) any member of the Board or Owner may, from time to time, be reimbursed for the actual and reasonable expenses incurred by such Owner in connection with the administration of the affairs of the Corporation; and
- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 5(l).

62. USE AND OCCUPANCY RESTRICTIONS

The use and occupancy of Units shall be governed by the following terms:

- (a) In this Bylaw:
 - (i) "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for a period of thirty (30) days or more in any calendar year; and
 - (ii) "Owner" includes a tenant;
- (b) An Owner or Occupant SHALL NOT:
 - (i) use his Unit, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the project, for any commercial, professional or other business purpose, or for a purpose involving the



attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant Municipal bylaw provided such home occupation does not require deliveries, signage, storage of stock-in-trade, or public visits to the Unit. No Owner or Occupant shall use a Unit to provide a day care centre or commercial baby-sitting services without the prior written consent of the Board, which consent may be arbitrarily withheld. No garage, auction or similar type sales shall be held anywhere on the Project without the prior written consent of the Board;

- (ii) make or permit noise (including pet noise) in or about any Unit or the Common Property or allow any odour to emanate or escape from the Unit or conduct himself in manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or occupant. No musical instrument, audio system, power tool, or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- (iii) keep or allow any pet of any kind at any time to reside in the Unit or on the Common Property without the specific approval by the Board in writing, which approval may be withdrawn on reasonable grounds on fifteen (15) days' notice to that effect, in which event the applicable pet shall be removed forthwith from the Unit and the Common Property. Additionally:
 - A) no livestock, snakes, rodents, reptiles, insects, spiders or fowl will be approved;
 - B) all dogs and cats approved must be hand leashed outside a building or on the Common Property outside of Privacy Areas, and kept under control and in the custody of a responsible person at all times who shall not allow the animal to defecate or urinate on any Unit or Common Property of the Project and shall, if it occurs, clean up any animal feces immediately;
 - C) no pet shall be left unattended on a patio;
 - D) any Municipal bylaws in effect with respect to pets at any point in time shall have effect within the Common Property and Municipal enforcement officers are hereby authorized and are permitted to enforce Municipal bylaws on the Common Property;
 - E) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property necessitated by and caused by an approved pet;
 - F) all approved pets must be licensed by the Municipality and vaccinated as recommended by a veterinarian; and



- G) a visitor may bring a pet to a Unit provided the pet meets the requirements of this Bylaw;
- (iv) use or permit the use of his Unit other than for a private residential use, except as may be permitted under the relevant Municipal bylaw as per Bylaw 62(b)(i) above;
 - (v) permit the Unit to be occupied as a place of residence by more than seven (7) persons (whether adult or minor) at any given time without the written consent of the Board, nor shall the number of persons occupying a Unit exceed the numbers permitted by any Municipal or Provincial authority;
 - (vi) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Units without the prior written consent of the Board. No air conditioning units visible from the exterior of the project are allowed without the prior written consent of the Board;
 - (vii) permit laundry (including towels and bathing suits), rugs, blankets or sleeping bags to be hung other than inside the Unit;
 - (viii) erect or place any building, structure, tent, trailer or motorhome (either with or without living, sleeping or eating accommodation) or any other item on the Common Property or on any Privacy Area assigned to him without the prior written consent of the Board and, notwithstanding such consent, shall be responsible for the maintenance of such and for any damage to the Common Property or any Privacy Area. No surface or overhead covering shall be applied to any patio without the prior written consent of the Board;
 - (ix) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit, or on the Common Property or on the real property of the Corporation, clothes lines, garbage cans, recreational or athletic equipment, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property without the prior written consent of the Board. Upon removal of any approved item, an Owner shall restore the Common Property to its previous condition prior to such installation as approved by the Board;
 - (x) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in the Unit or on the Common Property. Provided however, that such restrictions do not apply to:
 - A) reasonable amounts of materials used for normal maintenance and repair of the Unit, which is stored away from any open flame;



- B) propane gas normally used to operate an Owner's barbeque. Such propane barbeque is to be used only on the patio of the Unit in an open area. No propane shall be stored inside a Unit;
- (xi) do anything or permit anything to be done in the Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xii) do anything or permit anything to be done by any Occupant in the Unit or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- ~~(xiv)~~ deposit customary household refuse and garbage outside the Unit other than in proper non-drip garbage bags put in the garbage bins provided by the Corporation. All bulk waste items such as discarded household furnishings, packing cartons, construction materials, paints or tires which the Municipal Solid Waste Services will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense. No garbage shall be left outside a Unit or on a Privacy Area or anywhere on the Common Property except as aforesaid;
- (xv) erect, place, allow, keep or display signs, billboards, advertising matter, "For Sale" signs, realtor lock boxes, or other notices or displays of any kind on the Common Property including any Privacy Area assigned to him or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written consent of the Board. Professional security signs are allowed in flower beds or in windows without approval. Otherwise, no signs shall be placed anywhere on the landscaped area;
- (xvi) permit any member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- (xvii) in regard to parking and operating a Private Motor Vehicle on the Project:
- A) use the common roadway for the parking of any motor vehicles at any time. No motor vehicle shall be parked on any grassed area or any non-parking area of the Project at any time. The Corporation shall have the right to tow any vehicle parked in an