

55. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners equally or otherwise in accordance with the principles set forth in Bylaw 47(b)(ii), subject to the interests of any mortgagees.

56. COMPANY WHICH IS MEMBER OF BOARD

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

57. ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as the alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two (2) votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

58. PRIVACY AREAS AND PARKING AREAS

Privacy and parking areas shall be governed by the following terms:

- (a) The Owner of a Unit shall have THE EXCLUSIVE USE OF:
- (i) the front entrance area and front walkway to the common walkway or parking area;
 - (ii) the patio immediately adjacent to the Unit;
 - (iii) any Board approved front, back or side flower bed planted by an Owner; and
 - (iv) an area of the Common Property in the front of the garage or on the Common Property for the purpose of parking one (1) Private Motor Vehicle thereon;

all of which shall constitute Privacy Areas granted to an Owner pursuant to Bylaw 5. Any landscaping or improvements of the Privacy Areas may only be

carried out after the express written consent of the Board has been obtained therefore and the maintenance of such approved landscaping or improvements shall be the sole responsibility of those Owners who have their exclusive use.

- (b) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such Privacy Area assigned or designated by it hereunder;
- (c) While any such Privacy Area is not included in the Condominium Plan as part of a Unit, such Privacy Area shall be maintained on a day to day basis in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing slush and snow, in its discretion, from the roadway, all outside parking areas, front entrance areas and all walkways, and structurally maintaining the roadways, fences; all walkways, patios, outside parking areas, and the front entrance areas to a standard considered reasonable by the Board and mowing all grass on the Common Property (including grass near Privacy Areas if accessible by power mowers).
- (d) If the Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment. Such monies and costs shall be recoverable by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and his own client full indemnification basis).
- (e) The term Privacy Area does not include any fence, rail or similar structure bordering any designated Privacy Area which shall be the responsibility of the Corporation.
- (f) The Corporation, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.
- (g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any area 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 Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.

59. REALTY TAXES

The realty taxes and other Municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act.