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**WHITEHORSE CONDOMINIUM CORPORATION NO. \_\_\_\_**  
**BYLAWS**

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## WHITEHORSE CONDOMINIUM CORPORATION NO.305

The following is hereby enacted as the bylaws (the “**Bylaws**”) of the Whitehorse Condominium Corporation No. 305 (the “**Corporation**”)

### 1.0 DEFINITIONS

The terms in these Bylaws and the Corporation's rules have the same meaning as terms defined in the *Condominium Act, SY 2015, c.4* as amended from time to time (the “**Act**”), the regulations made under the Act (the “**Regulations**”) and the Corporation’s declaration (the “**Declaration**”) and the plan for the Corporation (the “**Plan**”).

### 2.0 SEAL

The board of directors of the Corporation (the “**Board**”) may by resolution adopt a corporate seal, but are not required by these Bylaws to have one.

### 3.0 MAINTENANCE OF REGISTRY OF OWNERS AND RESIDENTS

- (a) The Corporation shall keep a register (the “**Register**”) respecting the condominium property (the “**Property**”) that shall note for each unit the name, address and contact information of the owner, each Resident other than the Owner, and any mortgagee(s) who have notified the Corporation of their respective interests in the unit. An Owner’s address shall be the address shown on the unit’s certificate of title registered in the office of the Registrar of Land Titles for the Yukon Land Registration District, unless the Owner gives the Corporation notice of a different address.
- (b) “Resident” means a person who occupies a unit as their residence, whether as an Owner, tenant or lessee or as a household member of an Owner, tenant or lessee.

### 4.0 MEETINGS

#### 4.1 Annual General Meetings

The annual meeting of the Owners and eligible voters shall be held at such physical or virtual place and means within the City of Whitehorse at such time and on such day as the Board may determine for the purpose of receiving the reports and statements required by the Act and the Bylaws, approving an annual budget, electing directors, appointing an auditor if any and for transaction of such other business as may properly be brought before the meeting.

#### 4.2 Timing of General Meetings

The first annual meeting shall be held within six (6) weeks of the earlier of (i) the sale of 50% plus 1 of the units of the Corporation by the developer or (ii) the day that is 9 months after the day on which the developer first conveys a unit to a purchase.

After the first annual general meeting, the Board must convene an annual general meeting once every calendar year, to be held (a) within 16 months after the end of the first annual general meeting and (b) within four months after the end of each fiscal year of the Corporation.

#### 4.3 Presentation at Annual General Meeting

The Board must present to the Owners at each annual general meeting the following for approval by ordinary resolution:

- (a) Financial statements prepared in accordance with the 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;
- (b) An annual budget for the Corporation's next fiscal year;
- (c) A report on insurance carried by the Corporation; and
- (d) Any other information or documents required by the Act, Regulations or these Bylaws.

#### 4.4 Owner Participation

At an annual general meeting, an eligible voter may raise for discussion any matter relevant to the affairs and business of the Corporation.

#### 4.5 Special General Meetings

The Board shall have the power to call special general meetings of the Owners and eligible voters of the Corporation. The President may call the special meeting without calling a Board meeting.

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 must hold a special general meeting so requested within four weeks of receiving the demand.

#### 4.6 Notices

- (a) The Board must give at least fourteen (14) days advance notice of a general meeting in writing to all Owners, to Northern Community Land Trust Society, to Yukon Housing Corporation and to any mortgagees entered on the Register at the date of giving notice. The Corporation shall not be obliged to give notice to any Owner who has not notified the Corporation that they have become an Owner or to any mortgagee who has not notified the Corporation that it has been authorized or empowered in the mortgage to exercise the right of the mortgagor to vote.
- (b) The notice must include an outline of business to be addressed at the meeting including proposed text of any special resolutions. Notice may be given by whatever means practical including hand delivery to the unit, mail or email.

#### 4.7 Persons Entitled to be Present

The only persons entitled to attend a general meeting of the Corporation shall be the Owners, the eligible voters and the mortgagees entered on the Register, the directors of the Corporation (a “**Director**” or the “**Directors**”, as the case may be) and officers of the Corporation (an “**Officer**” or the “**Officers**”, as the case may be), a representative of Northern Community Land Trust Society and a representative of Yukon Housing Corporation, and others who, although not entitled to vote, are entitled or required under the provisions of the Act, the Regulations or the Bylaws to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the majority of eligible voters at the meeting.

Eligible voters may attend a general meeting by telephone or electronic methods that allow all persons participating in the meeting to communicate with each other.

#### 4.8 Quorum

At any general meeting of Owners and eligible voters of the Corporation, quorum shall be twelve eligible voters present or represented by proxy who own no less than **one (1/3) third of the total number of votes of all units**. If thirty minutes after the time appointed for the holding of any meeting of Owners and eligible voters of the Corporation, a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same day in the next week at the same time at such physical or virtual place or means as may be determined by the Board with notice to Owners, the eligible voters and the mortgagees. If on the day to which the meeting is adjourned quorum is not present within thirty minutes after the time appointed for the meeting, the Owners and eligible voters present in person or by proxy shall constitute quorum. A voter who attends by telephone or electronically shall be considered present for purposes of assessing quorum.

#### 4.9 Right to Vote

Subject to the Act, each unit in the Corporation has one vote. An Owner may exercise a vote verbally, visibly or by such other means acceptable to the Board but if two or more persons share a unit's right to vote only one of them may vote on any given matter. If the chair is advised that persons who share a right to vote disagree on how their vote should be cast on a matter, the vote for that unit shall not count in respect of the matter.

A mortgagor may vote as Owner unless the mortgage document empowers the mortgagee lender to vote and the Corporation has been so notified.

#### 4.10 Method of Voting

At any general meeting, any question shall be decided by a visible show of hands from the eligible voters present in person or by proxy and by a verbal or visible declaration from the eligible voters in attendance telephonically or electronically. A vote will be by secret ballot if requested by two or more eligible voters present. If a vote is by secret ballot, a voter participating telephonically or electronically may vote by foregoing secrecy for their vote. A tie vote is a vote to defeat the motion except in the case of an election of Directors of the Corporation in which case the selection shall be resolved by a draw.

#### 4.11 Proxies

Every eligible voter entitled to vote at a general meeting of the Corporation may appoint in writing a proxy, who need not be an Owner or eligible voter, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the eligible voter were present at the meeting. The instrument appointing a proxy shall be in writing, signed by the appointor and deposited with the secretary of the meeting before any vote is cast under its authority. A proxy appointment may be general, for a specific meeting or for a specific matter or resolution and must meet criteria specified in the Act and Regulations.

#### 4.12 Votes to Govern

At all meetings of Owners and eligible voters of the Corporation, every question, except matters to be decided by special resolution, shall be decided by majority vote of the Owners and eligible voters present or represented by proxy. A special resolution to amend the Bylaws, authorize borrowing or for any other matter required by the Act or Regulations to be addressed by special resolution must be supported by eligible voters holding **70% of the votes** or such greater threshold if so required by the Act or Regulations.

## **5.0 THE CORPORATION**

### 5.1 Duties of the Corporation

The Corporation shall carry out all duties of the corporation set forth in the Act, the Regulations, the Declaration and the Bylaws, which shall include but shall not be limited to the following:

- (a) cause water, heat, electricity and other requisite utility services to be provided to the units and common property so that same are fully functional and operable;
- (b) operate, care and maintain the common property and common assets of the Corporation;
- (c) establish and collect the condominium fees, assessments, levies and charges from the Owners;
- (d) obtain and maintain insurance for the Property as required by the Act, the Regulations, the Declaration, the Bylaws;
- (e) control, manage and administer the common property and common assets; and
- (f) Prepare minutes of annual and special general meetings and board meetings;
- (g) maintain a list of owners, directors and tenants;
- (h) prepare and maintain financial statements;
- (i) Otherwise keep adequate records of the Corporation which any Owner or other person entitled under the Act may inspect at any reasonable time upon reasonable notice.

### 5.2 Powers of the Corporation

The powers of the Corporation shall include but shall not be limited to the following:

- (a) contract services, employ and dismiss personnel necessary for the maintenance and operation of the common property and common assets;
- (b) adopt and amend rules concerning the operation and use of the Property;
- (c) invest reserves held by the Corporation, in accordance with the Act;
- (d) settle, adjust, compromise or refer to arbitration any proceeding(s) or claim(s) which may be made upon or which may be asserted on behalf of the Corporation;
- (e) borrow such amounts as are authorized by a special resolution to protect, maintain, preserve or insure the due and continued operation of the Property in accordance with the Act, Regulations and the Bylaws and if required 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; and
- (f) all of the powers as set out in the Act, the Regulations, the Declaration and the Bylaws.



### 5.3 Retention of Documents

The Corporation must retain the following documents in accordance with the time periods noted in the Act and Regulations:

- (a) Owner and Board Meeting minutes;
- (b) Financial statements;
- (c) Declaration, condominium plan and any amendments thereto;
- (d) As-built and structural plans for the Property;
- (e) Contact information for contractors and subcontractors;
- (f) Resolutions that deal with changes to common property;
- (g) Waivers and consents
- (h) Contract to which the Corporation is a party;
- (i) Bylaws and rules; and
- (j) Reserve fund studies and any like reports;

### 5.4 Access to Records and Information Certificate

Owners may request those documents retained by the Corporation, and the Corporation shall provide same with one (1) week.

An Owner or purchaser of a unit may request an information certificate in the prescribed form concerning a unit, and same shall be provided within one (1) week. If requested, the information certificate must attach the rules of the Corporation, the current annual budget and the most recent reserve fund study.

The Corporation may charge a fee for provision of same

## **6.0 BOARD OF DIRECTORS**

### 6.1 Board

The powers and responsibilities of the Corporation shall be exercised and performed by the Board unless the Act or Regulations provide otherwise.

### 6.2 Number and Quorum

The number of Directors shall be a minimum of three and a maximum of seven of which three shall constitute a quorum for the transaction of business at any meeting of the Board.

### 6.3 Qualification

Other than the first directors appointed by the developer, and unless changed by amended by bylaw in accordance with the Act, the only persons eligible to be a Director are individuals

who are Owners or an individual representing a corporation which is an Owner. For clarity, if a unit is owned by more than one person, only one Owner may be a Director at any time.

The following persons are disqualified from being a Director, and immediately cease to be a director upon becoming disqualified:

- (a) an individual who is less than 19 years of age;
- (b) an individual for whom a guardian has been appointed under the *Adult Protection and Decision Making Act*;
- (c) an individual who has been found to be mentally incompetent or incapable of managing their affairs by a court elsewhere than in Yukon;
- (d) an individual for who 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;
- (e) a person who is not an individual;
- (f) an individual who has the status of a bankrupt;
- (g) 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
- (h) an Owner, or person a representing a corporate unit holder, while a claim of lien is registered by the Corporation as against the unit owned by the person or corporation.

#### 6.4 Term of Office

Directors, other than the first Directors appointed by the developer, shall be elected by eligible voters at a general meeting to hold office for a term of one year. Such Directors may, however, continue to act until their successors are elected. Directors shall be eligible for re-election.

#### 6.5 Remuneration

The Corporation may remunerate a Director for acting as a director and carrying out the responsibilities of the Corporation only if the remuneration is approved in advance, either through an approved budget for the year following the first annual general meeting, in the bylaws or by special resolution.

#### 6.6 Removal of Directors and Filling of Vacancies

The Owners and eligible voters may, by ordinary resolution passed at a general meeting of Owners and eligible voters called for such purpose, remove any Director before the expiration of such Director's term of office. The Board may appoint an eligible person in

place of any Director who has been removed, died or resigned for the remainder of such Director's term. The Board may also appoint additional Directors to serve until the next general meeting if a full complement of seven is not in office.

#### 6.7 Calling of Meetings

Meetings of the Board shall be held from time to time at such physical or virtual place or means and at such time and on such day as the Directors or the president may determine. Notice of any meeting shall be given personally, by ordinary mail, by e-mail or by such other method approved by resolution of the Board to each Director and Officer not less than twenty-four hours before the time when the meeting is to be held, except that no notice of a meeting shall be necessary if all of the Directors are present and consent to the holding of such meeting.

#### 6.8 Regular Meetings

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 physical or virtual place or means and time of regular meetings of the Board shall be sent to each Director and Officer forthwith after being passed, but no other notice shall be required for any such regular meeting.

#### 6.9 First Meeting of New Board

The Board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of Officers immediately following the meeting of Owners and eligible voters of the Corporation at which the Directors of such Board were elected, provided a quorum of Directors is present.

#### 6.10 Interest of a Director in Contracts

Except if authorized by special resolution at a general meeting of the Owners, a Director shall be disqualified from office if the Director contracts with the Corporation. Any Director involved or potentially involved in such contracting must declare their interest and not participate in discussion or voting on the matter.

#### 6.11 Owner Participation at Director Meetings

An Owner may request to be heard at a Board meeting by giving the Board an application stating the reasons for the request. As long as the Owner has not made the same application within the preceding 6 months (or made 4 or more applications within the last year), the Board shall schedule a Board meeting to hear the matter within four (4) weeks of the request. Where the application is made to seek a decision of the Board, such decision will be issued within four (4) weeks of the hearing.

## **7.0 OFFICERS**

### 7.1 Elected Officers

At the first meeting of the Board following the election of the Directors, the Board shall elect from among its members a president, a treasurer and a secretary and such other officers as they choose. One Director may serve as secretary and treasurer. The Board from among its members may fill a vacancy occurring from time to time in such office.

### 7.2 Term of Office

The Board may remove at its pleasure any Officer of the Corporation.

### 7.3 President

The president shall, when present, preside at all general meetings of the Owners and eligible voters of the Corporation and meetings of the Board, and shall be charged with the general supervision of the business and affairs of the Corporation.

### 7.4 Acting President

During the absence of the president, the president's duties may be performed and the president's powers exercised by another Officer or Director as agreed by the Board.

### 7.5 Secretary

The secretary shall give or cause to be given all notices required to be given to the Owners, Directors, Officers, any auditors and all others entitled thereto. The secretary, or another Director acting in secretary's stead, shall attend all meetings of the Directors and meetings of the Owners and eligible voters of the Corporation, and shall enter or cause to be entered in books kept for the purpose, minutes of all proceedings at such meetings. The secretary 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.

### 7.6 Treasurer

The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all monies received and expended, including the source of receipts and the reason for expenditures, 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 treasurer shall render to the Board whenever required an account of all financial transactions and of the financial position of the Corporation; and the

Treasurer shall perform such other duties as may from time to time be prescribed by the Board.

### 7.7 Other Officers

The duties for all other Officers of the Corporation shall be such as the Board requires of them.

### 7.8 Agents and Attorneys

The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers as the board may specify.

## **8.0 INDEMNIFICATION OF DIRECTORS & OFFICERS**

### 8.1 Protection of Directors and Officers

Subject to the Act and Regulations, no Director or Officer of the Corporation shall be liable for the acts, neglect or default of any other Director or Officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through:

- (a) the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation;
- (b) the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested; or
- (c) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited;
- (d) any loss occasioned by an error of judgment or oversight on the part of the Director or Officer; or
- (e) any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of the Director or Officer;

unless the loss or damage is a result of the dishonest or fraudulent act or acts of the Director or Officer.

### 8.2 Indemnity of Directors and Officers

If any Director is made a party to, or threatened with, any civil, criminal or administrative action or proceeding by reason of being or having been a director or officer of the Corporations, the Corporation will indemnify the Director, his or her heirs, executors, administrators, assigns and legal representatives, against all costs, charges and expenses, including legal fees and disbursements on a solicitor/client basis and any amount paid to

settle an action or claim or satisfy a judgment, provided that in incurring such costs, charges or expenses, the Director:

- (a) acted honestly and in good faith with a view to the best interests of the Corporation, as the case may be;
- (b) exercised the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- (c) disclosed conflicts of interest in accordance with the Act;
- (d) otherwise discharged their duty in accordance with the requirements of the Act and Regulations; and
- (e) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his or her conduct was lawful.

## **9.0 BANKING ARRANGEMENTS & CONTRACTS**

### 9.1 Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank as the Board may designate, appoint or authorize from time to time by resolution. All banking business shall be transacted on the Corporation's behalf by such one or more Officers or other persons as the Board may designate from time to time by resolution.

### 9.2 Execution of Instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by two Directors, one of which shall usually be the president or treasurer. Notwithstanding any provisions to the contrary contained in the Bylaws, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligations of the Corporation may or shall be signed.

## **10.0 FINANCIAL**

Until otherwise amended by special resolution, the financial fiscal year of the Corporation shall be the **last day of the month in which the first annual general meeting is held.**

## **11.0 NOTICE**

### 11.1 Method of Giving Notice by the Corporation

Any notice, communication or other document, including budgets and notices of fees, assessments, levies or charges required to be given or delivered by the Corporation shall be sufficiently given if delivered personally, by ordinary mail to address shown in the Register, or by email if an email address has been provided. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an Owner shall be given or delivered to such person in the same manner to the address shown for such person on the Register. Such notice, communication or document shall be deemed to have been given when it is delivered personally, when email transmission is confirmed, or two business days after it is deposited in a post office or letter box.

### 11.2 Notice to the Board or Corporation

Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail addressed to it at the most current address for service of the Corporation filed in the corporate record folder located in the office of the Registrar of Land Titles for the Yukon Land Registration District or by other methods in accordance with the Act.

### 11.3 Omissions and Errors

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

## **12.0 ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

### 12.1 Duties of the Board

All expenses, charges and costs of repair, maintenance or replacement of the common property and common assets and any other expenses, charges or costs which the Corporation may incur or expend pursuant to these Bylaws shall be assessed by the Board and levied against the Owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration.

The Board shall establish a fund for the purpose of payment of the common expenses and shall collect from each Owner contribution towards the common expenses and pay the same.

In accordance with the Act, the Board shall annually prepare a budget for the Property and determine by estimate the amount of common expenses and the amount of the

condominium fees for the ensuing fiscal year and/or the remainder of the current fiscal year. In addition, the Board shall provide in the annual budget a reserve fund and any other fund it wishes to establish with respect to the Corporation. This reserve fund and any other established funds of the Corporation shall be assets of the Corporation.

The Board shall advise all Owners promptly in writing of the amount of common expenses payable by each of them respectively and shall deliver copies of each budget to all Owners and mortgagees entered on the Register in accordance with the Act.

### 12.2 Owner's Obligations

Each Owner shall be obliged to pay to the Corporation the amount of the assessment levied by the Corporation as the Owner's share of the monthly common expenses. An assessment shall be paid monthly on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such Owner.

Owners shall be obliged to pay to the Corporation the amount of the monthly assessment for their unit's consumption of electricity plus their respective share of the common consumption as measured by the Corporation's metering system.

### 12.3 Default in Payment of Assessment

Arrears over thirty days on payments required to be made under the provisions of these Bylaws shall bear interest at the rate of one (1%) percent per month and shall be compounded monthly until paid.

In addition to any remedies or liens provided by the Act and the Regulations, if any Owner is in default in payment of a fee, assessment, levy or charge levied against such Owner for a period of thirty days, the Board may bring legal action for and on behalf of the Corporation to enforce collection of such payments and the Board shall add to any amount found due all costs of such action, including costs on a solicitor-client basis.

In accordance with the Act, the Corporation shall have the right to recover unpaid condo fees, assessments, special levies, charges and interest from any 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 judgment is given.

## **13.0 USE OF UNITS AND EXCLUSIVE USE AREAS**

### 13.1 Purpose of Occupation

- (a) Every unit must be used primarily as residential housing for the Owner and, if applicable, members of the Owner's household, except if the Owner is a not-for-



profit or government organization which acquired a unit for the purpose of providing affordable rental housing to individuals who are not in a position to purchase homes (an "Affordable Housing Provider Owner"). An Affordable Housing Provider Owner may not however rent out any unit owned by them except as residential accommodations and consistently with the purpose for which they acquired the unit.

- (b) A home-based business may be operated out of a residential unit only with the written consent of the Board, which consent cannot be unreasonably withheld, and in accordance with any municipal and territorial requirements. Board consent will consider any impact of the business on the peaceful enjoyment of the premises by other residents and any impact on common property.
- (c) Nothing shall be done or permitted to be done, or brought into or kept in a unit that, in the opinion of the Board, may in any way increase the risk of fire or other perils or increase the rate of insurance on the Property or on any part thereof, or on chattels kept within any unit.

### 13.2 Rental

- (a) Except with the prior written consent of Northern Community Land Trust Society, an owner may not rent out their Unit except for a period or periods no less than one month with such period(s) totalling no more than three months in any calendar year and no more than four months in any two consecutive calendar years. Any such rentals shall be subject to such reasonable terms and conditions which Northern Community Land Trust Society or the Condominium Corporation may, in their discretion, impose.
- (b) Paragraph (a) does not apply to an owner that is a not-for-profit organization which acquired the unit for the purpose of providing affordable rental housing to individuals who are not in a position to purchase homes, however such an owner shall not rent out the unit except for residential accommodations and consistently with that purpose.
- (c) Despite Paragraph (a), a Mortgagee who in possession of the unit as a result of a default under the terms of the mortgage, may rent out the unit for a maximum of six months or until title to the unit is transferred, whichever occurs first.
- (d) An owner, or Mortgagee pursuant to Paragraph (c), that rents out the unit or any portion of it shall remain responsible for all of the owner's obligations with respect to the unit.
- (e) All rental agreements must comply with municipal and territorial requirements, and with the terms of any Restrictive Covenant applicable to the unit.

### 13.3 Storage

Each Owner shall have exclusive access to the storage locker designated to their unit.

No highly combustible materials may be stored in a storage locker or on a balcony. Only small amounts of highly combustible or hazardous household products may be stored in a unit. The Board may restrict categories of materials that may be stored where there may be a danger or nuisance to the Property or Owners.

### 13.4 Exclusive Use Areas

Each Owner shall have the exclusive use of that common property identified in the Plan as being associated with the Owner's unit, including:

- (a) Parking Stall;
- (b) Storage Locker;
- (c) any Balcony attached to the unit; and
- (d) any Private Amenity Space designated to the unit.

### 13.5 Access to units

Each Owner shall, subject always to the Act, permit the Corporation and its agents, or a utility or other service provider who is exercising easement rights, allow access to their unit during reasonable times for the purpose of inspecting, maintaining, repairing or replacing Common Property or otherwise perform the obligations of the Corporation. Save in an emergency situation, 24 hours notice shall be given to the Owner of such access and entry shall be between 8:00 a.m. and 8:00 p.m.

## **14.0 MAINTAINING, REPAIRING AND ALTERING UNIT AND COMMON PROPERTY**

### 14.1 Maintenance and Repairs of units by the Owners

Each Owner shall maintain and assume the costs of maintaining the Owner's unit.

Each Owner shall repair the Owner's unit after damage at the Owner's own expense. Without limiting the generality of the foregoing and for clarity, each Owner shall:

- (a) maintain the interior surface of doors which provide the means of ingress and egress from the unit and repair damage to those doors caused by the negligence of tenants, patrons or invitees to the unit;
- (b) maintain the interior surfaces of all windows and window sills contiguous to the unit and the exterior surface of all windows and window sills which are accessible by the balcony;

- (c) maintain their deck or patio, balcony, parking and locker storage units in a clean and sightly condition and limit items stored or used there in accordance with the rules (for clarity, the Corporation is responsible for the repair and general maintenance of the exclusive use areas);
- (d) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust units located in the kitchen, laundry and bathroom areas of the unit; and
- (e) maintain and repair any system including any appliance or fixture that serves their unit only, except for the heating, cooling and ventilation equipment.

Each Owner shall be responsible for all damages to any and all other units and to the common property which are caused by the failure of the Owner to so maintain and repair the Owner's unit, save and except for any such damage to the common property for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation. For clarity, the deductible portion of any claim made under the policy of insurance and any resulting premium increase held by the Corporation in circumstances where the Owner, members of the Owner's household, tenants or invitees, cause the damage as a result of their negligent act or omission shall be recoverable from the Owner of the unit.

#### 14.2 Maintenance and Repairs by Corporation on Behalf of Owners

The Corporation shall make any repairs that an Owner is obligated to make and which are not made within a reasonable time after written notice is given to such Owner by the Corporation, and in such an event, an Owner shall be deemed to have consented to having such repairs made by the Corporation. Such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal and collection costs incurred by the Corporation in order to collect the costs of such repairs, taxed as between solicitor and client, and all sums of money shall bear interest at such rate as specified in the Bylaws for unpaid common expenses. The Corporation may collect all such sums of money in such instalments as the Board may decide upon which instalments shall be added to the monthly contributions towards the common expenses of such Owner after delivery of a written notice from the Corporation thereof. All such payments are deemed to be additional contributions by the Owner towards the common expenses and are recoverable as such.

#### 14.3 Maintenance of Common Property

The Corporation shall, at its cost, repair and maintain the common property, including exclusive use common property, save and except for any improvements made by any Owner to the portion of the common property appurtenant to Owner's unit. The maintenance by an Owner of such improvements shall be in accordance with any directions and specifications set from time to time by the Board. Without limiting the generality of the foregoing and for clarity, the Corporation shall:

- (a) maintain landscaping, the outdoor parking area, the entrances, the mechanical, electrical and water rooms and hallways;
- (b) maintain and repair all windows and doors which provide the means of ingress to and egress from a residential unit or to the building except as provided above;
- (c) maintain, repair and replace the fire protection, security system, electrical system, heating, cooling and ventilation equipment, including thermostatic controls, notwithstanding that such equipment has been installed to serve the residential unit only. Maintenance will include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the Corporation. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Corporation. The decision to replace any component associated with the fire protection, heating, cooling and ventilation equipment shall be at the sole discretion of the Corporation; and
- (d) periodically clean the parking area, notwithstanding that each Owner shall be responsible for keeping the Owner's parking unit free and clear from all debris and objects other than the Owner's a motor vehicle, motorcycle, bicycle, cart or other object authorized by the Board and such Owner shall comply with any notice from the Corporation requiring the Owner, periodically, to remove a motor vehicle, motorcycle, bicycle, cart or other object from the parking unit to facilitate parking area cleaning and/or repair.

#### 14.3 Repairs to Common Property

The Corporation shall, at its own expense, repair the common property, including exclusive use common property, after damage, including the repairs and replacement of structural components, building envelope including all exterior doors providing ingress to and egress from all units, roofing, exterior cladding, underground services to building, driveways and walkways, and landscaping features.

#### 14.4 Additions, Alterations or Improvements by Owners

No Owner shall be permitted to make any alteration or structural change in or to a unit, and without limiting the generality of the foregoing, to any boundary wall, load bearing partition wall, floor, heating and cooling, plumbing or electrical installations or facilities. No Owner shall make any change to an installation upon the common property or make any change or installation in or to any exterior door or door hardware, window, toilet, bathtub, wash basin or sink forming part of a unit, or maintain, decorate, alter or repair any part of the common property, without the prior written consent of the Board and in accordance with the Bylaws. This provision is not intended to restrict an Owner from carrying out a change which is solely decorative in nature, including installing window coverings, painting, changing a fixture or any change to the configuration of the partition walls within the Owner's unit, provided such

walls or partitions are non-load bearing and contain no service conduits that service any other unit or the common property.

Notwithstanding the foregoing, any alteration and changing of fixtures must conform with National Fire Prevention Association standards including size and spacing of fixtures to not obstruct operation of sprinkler heads.

Any change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other government bylaws, rules, regulations and in accordance with the conditions, if any, of such approval by the Board.

No Owner shall modify or repair any fixture or item within a residential unit that is directly connected to the common property without utilizing the services of a certified tradesperson to perform the type of work being revised or repaired. This restriction is intended to include plumbing fixtures directly connected to the building's water mains or drainage system including hoses, pipes and outlets for any washer and dryer, or electrical work that may affect common power.

Each Owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, doors or balcony servicing the Owner's unit, which repairs are necessitated by damage caused by such Owner's negligence or wilful misconduct or as a result of the negligence or wilful misconduct of the occupants, tenants, invitees or licensees of the Owner's unit.

## **15.0 INSURANCE**

### 15.1 By the Corporation

The Corporation shall be required to obtain and maintain, to the extent obtainable, the following insurance, in one or more policies:

- (a) insurance against damage by fire and such other perils or events as the Act or Regulations may require or the Board may from time to time deem advisable, in respect of the Corporation's obligation to repair and in respect of the common property, common assets and the units, but not including any additions, improvement or upgrades made to unit by an Owner, in an amount equal to the full replacement cost of such real and personal property, and of the units and common property, without deduction for depreciation. This insurance may be subject to a loss deductible clause;
- (b) public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board but in no event for less than \$3,000,000.00 and without right of subrogation as against the Corporation, its

Directors, Officers, agents, servants, employees and against the Owners or any member of the household or guests of any Owner or occupant of a unit;

- (c) directors and officers liability insurance insuring the liability of the Directors and Officers of the Corporation with limits to be determined by the Board, but in no event for less than \$2,000,000.00 in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties provided that the insurance shall not indemnify the Directors and Officers against liabilities incurred as a result of the contravention of the Act.

### 15.2 By the Owner

Insurance on any additions or improvements made to the Owner's unit, and for furnishings, fixtures, equipment, decorations and personal property and chattels of the Owner contained in such unit and any of the Owner's personal property and chattels stored elsewhere on the Property, including a motor vehicle, and for loss of use and occupancy of the Owner's unit in the event of damage shall be the responsibility of the Owner and not the Corporation.

An Owner must obtain and maintain general liability insurance for the minimum prescribed amount in the Act and Regulations (being \$1,000,000 as of drafting of these Bylaws) against liability that arises out of any property damage or bodily injury that

- (a) occurs in the unit, or on exclusive use common property designated for exclusive use of the unit owner; and
- (b) is caused by the negligence of the Owner or their tenant or invitee.

### **16.0 DISPUTES, ENFORCEMENT AND FINES**

- (a) Each Owner and anyone in possession of or occupying a unit is bound by and must comply with the Act, the Regulations, the Bylaws, the rules and the Declaration. An Owner is responsible for contraventions by an occupant, tenant, guest, visitor, invitee or licensee of the Owner's unit.
- (b) An Owner against whom a complaint is reported or who the Corporation otherwise believes has violated a provision of the Act, Regulations, Bylaws, rules or Declaration shall be notified and asked to remedy the situation.
- (c) If the parties are in agreement, disputes may be resolved by mediation or other dispute resolution mechanism permissible by the Act and Regulations.
- (d) The Corporation may impose a fine on an Owner for a contravention the Act, the Regulations, the Bylaws, Rules or Declaration. A fine may be imposed regardless of any other remedy including apology or repair. Subject to the Act and Regulations, the

maximum fine shall be \$500.00 per occurrence of a contravention, or \$500.00 per day if it is a continuing contravention.

- (e) If the contravention is a contravention of the owner-occupancy requirement or any rental restriction, in particular those set out in clauses 13.1 and 13.2, then Northern Community Land Trust may treat the contravention as a default under section 8 of the Option Agreement applicable to the Owner and the Unit.

## **17.0 AMENDING BYLAWS**

### 17.1 Bylaws

Subject to the Act, the eligible voters may make, amend, add or replace Bylaws by special resolution passed in accordance with section 4.12 of these Bylaws.

### 17.2 Filings with Registrar (Bylaw Amendment, Change in Directors and Address)

When Bylaws are amended, added or replaced by the Corporation, the Corporation shall file in the office of the Registrar of Land Titles for the Yukon Land Registration District the following:

- (a) a notice of change that sets out the amendment, addition or replacement; and
- (b) a certificate of the Corporation stating that the special resolution approving the amendment, addition or replacement was properly passed and stating that the notice of change of bylaws conforms to the special resolution.

Where the Directors change, the Corporation must file a form with the Registrar identifying the new Directors and their addresses.

Where the Corporation changes its address it must, within 30 days of such change, file a notice of same with the Registrar

## **18.0 RULES**

The Board shall make reasonable rules consistent with the Act, the Regulations, the Declaration and the Bylaws to:

- (a) govern the use, safety and condition of the common property and, any common assets, and any units where such rules are required; and
- (b) to prevent unreasonable interference with the use and enjoyment of the units, the common property and any common assets.

The rules shall be observed by the Owners and for this purpose the term “Owner” shall include an Owner, a Resident, a tenant, a guest, a visitor, an invitee, a licensee or any other person occupying or present at the unit with the Owner’s approval.

The Board must inform Owners and residents of the rules and of any new or changed rules as soon as possible.

A rule made by a Board ceases to have effect at the first general meeting held after it is made unless the rule is ratified by an ordinary resolution passed by a majority of votes cast at a general meeting to consider the matter. Once ratified a rule is effective until repealed, replaced or amended at a subsequent general meeting.

A rule may elaborate Bylaws but may not contradict the Bylaws.

The rules attached to these Bylaws as Schedule A shall constitute the rules of the Corporation until rescinded or amended.

## **19.0 MISCELLANEOUS**

### 19.1 Invalidity and Severability of Provisions

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

### 19.2 Number and Gender

The use of genders in these Bylaws shall be deemed to include the masculine, feminine, neuter and other genders and a reference to a body corporate respectively and the use of the singular shall be deemed to include plural vice versa wherever the context so requires.

### 19.3 Waiver

No restriction, condition, obligation or provision contained in these Bylaws 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 which may occur.

### 19.4 Headings

The headings in the body of these Bylaws form no part of the Bylaws but shall be deemed to be inserted for convenience of reference only.

### 19.5 Jurisdiction

The laws in effect from time to time in Yukon shall apply to these Bylaws.



#### 19.6 Non-Profit Corporation

The Corporation is not organized for profit, and no Owner or member of the Board shall be entitled to receive any profit from the operation of the Corporation. The foregoing, however, shall not prohibit reimbursement of member of the Board for their reasonable expenses or the payment of modest honoraria.

#### 19.7 Legal Disputes and Arbitration

Any dispute or controversy between the Owner, tenants, the Board and the Corporation of any combination of them relating to the interpretation or implementation of any of the provisions of these Bylaws, shall be resolved by such dispute resolution process as the parties may agree to in accordance with the Act.

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## SCHEDULE A

### RULES OF THE CONDOMINIUM CORPORATION

#### Use of Property

1. All residents shall maintain neatness of common spaces and exclusive use areas including storage lockers, corridors, stairwells, balconies and grounds. No Owner, family members, guests, tenants, employees, visitors, or persons having business with them shall cause damage to the common property, other than reasonable wear and tear.
2. No resident shall do, or permit anything to be done in their unit or bring or keep anything which will increase the risk of fire or the rate of insurance, or obstruct or interfere with the rights of other residents, or in any way injure or annoy them, or conflict with the laws relating to fire, health or safety or with any insurance policy carried by the corporation.
3. Obstructing passages is prohibited. Sidewalks, entries, walkways and driveways, corridors and stairwells used in common by the residents shall not be obstructed or used for any purpose other than for ingress and egress to and from their respective units.
4. Water should not be left running when not in use or when no one is in the unit. Electric circuits should not be overloaded. Sprinklers should not be tampered with or obstructed. Doors, except those within a unit, should not be propped open except during a move and automatic doors may only be left open using established systems.

#### Access to Unit

5. An Owner, tenant, occupant or visitor must allow a person authorized by the Board to enter the unit:
  - a. In an emergency without notice, to ensure safety or prevent significant loss or damage; and
  - b. At a reasonable time on forty-eight hours written notice, to inspect, repair or maintain common property and any portions of a unit that are the responsibility of the corporation to repair and maintain or insure. Such notice must include the date and approximate time of entry, as well as the reason for entry.

## **Insurance**

6. An Owner shall not do or permit anything to be done which might cause the policy of insurance on the common property or on any unit to become void or cause the rate of premium in respect to such a policy to be increased.

## **If Unit occupied by non-Owner**

7. The Owner of a unit who rents their unit to a tenant or otherwise permits their unit to be occupied by someone other than a member of the Owner's household for longer than one week, shall notify the Board in writing of the name and contact information of the occupant and, before the commencement of the occupancy, also provide the Board with a copy of the occupancy agreement and written assurance that the occupant has been provided with copies of the bylaws and rules and the tenant's obligation to abide by same.
8. An Owner remains fully responsible for the payment of condominium fees and other unit specific expenses invoiced by the corporation, if such amounts are not paid by the occupant.

## **Absence, Tenants and House Sitters**

9. The Board should be notified in writing if the Owner of a unit will not be occupying the unit for four weeks or longer, whether or not there will be other occupants. The Board must be provided in writing with contact information for the Owner and any occupant during the Owner's absence.
10. If the unit is to be occupied by tenants, house sitters or guests without the Owner for one week or longer, the Owner must inform the Board in writing of the names(s) and contact information (e-mail and phone) for these temporary residents as well as the description and license plate number of any vehicle which will be in the unit's assigned parking stall. The Owner is responsible for ensuring that temporary occupants are aware of and abide by all bylaws and rules.

## **Visitors or Guests**

11. Owners are responsible for ensuring that the Owner's visitors and guests, or those of any temporary occupant of the Owner's unit, are aware of and follow all bylaws and rules. The Owner is also ultimately responsible for infractions of the rules, damage and/or additional maintenance to the common property caused by visitors to the Owner's unit.

## **Moving**

12. Moving of furniture, appliances or other large items may be done only between 8:00 a.m. and 8:00 p.m..
13. Residents shall be responsible for any costs, damage or additional maintenance to the common property caused by their moving.

## **Noise**

14. Respect for the right to quiet enjoyment of the residence is important. Disruption should be limited at all times. Unavoidable noise due to moving, renovations etc. should be limited and restricted to 8 a.m. to 8 p.m. Ensuring residents are not disrupted within their units is a priority from 11 p.m. to 7 a.m.

## **Pets**

15. Residents may keep two cats or two dogs (or one cat and one dog) per residence. The Board must be informed in writing of all resident pets including description and evidence the animal is spayed/neutered. Dogs must be licensed. All pets must comply with municipal animal control requirements.
16. Pets other than a cat or dog must be specifically approved in writing by the Board.
17. All pets must be supervised and under their Owner's control so as not to interfere with the quiet comfort of other residents. Pets must be leashed, in a carrier or carried when outside of the Owner resident's unit. Pets should not be left unattended or allowed to urinate or defecate on a balcony or other common element. No pet of any kind shall be allowed to run at large over any part of the Property.
18. If the pet of an Owner, resident or guest causes repeated noise disturbance, engages in unwelcome behavior or is not cared for and monitored adequately by its Owner the Board may, in its absolute discretion, prohibit the pet from the Property.

## **Balconies and Windows**

19. Balconies are exclusive use common areas. Residents must keep their balconies in a neat and orderly state in accordance with the Bylaws, which includes the removal of snow.
20. A satellite dish, antennae, awning or other structure may only be attached with written permission of the Board and may be subject to conditions including indemnity.

21. No devices using an open flame or operated using combustible fuel may be stored or used on the balconies. This includes propane barbeques, heaters or lights and charcoal barbeques. Only electric barbeques are permitted.
22. Time-limited signage may be displayed during an election period or when a unit is available for sale. Signs must be no larger than 2' x 3' and only one sign may be displayed per unit at any time unless otherwise approved by the Board in writing.
23. Where blinds or wind shields are installed on the exterior of the building, the side facing outwards must be white in the case of blinds or white or clear in the case of wind shields.

### **Smoking and Vaping**

24. Smoking and vaping are not allowed on the Property except in Exclusive Use Areas or any smoking area designated by the Corporation. Smoking or vaping may not occur if it disturbs other residents.
25. Smoking is prohibited outside within five meters of any exterior door.
26. This rule applies to all smoking materials including both tobacco and cannabis and all vaping products including activated e-cigarette or water pipe.

### **Garbage, Composting, Recycling and Hazardous Storage**

27. All items of garbage, compost or recyclables should be placed in closed designated containers. Residents shall not place or leave garbage, compost or recyclables in any of the common areas other than in the designated containers.
28. Combustibles, contaminants and other hazardous materials shall not be kept on the Property with the exception of regular individual use amounts of normal household products.

### **Bicycles**

29. Residents' bicycles shall be stored in designated areas and guests' bicycles shall be parked outside.

### **Parking Stall, Storage Locker**

30. Parking stalls are common areas, each designated for the exclusive use of a specific unit's residents. Residents' motor vehicles, motorcycles, bicycles or carts shall only be parked in their unit's designated parking stall. The Board shall be notified in writing of

the description and license plate number of the vehicle a resident intends to park in their designated stall.

31. Residents are not permitted to assign, transfer or rent their parking stalls or storage lockers except to another Resident, and when a unit is sold the parking stall shall be included in the sale.

### **Alterations**

32. All alterations or structural changes must be carried out in accordance with the Bylaws. No structural alteration to the interior of any unit shall be made, and no plumbing or electrical work may be done without the submission of a written request to the Board and a prior written consent from the Board. Copies of applicable permits and approvals must be provided to the Board for its records.

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