

TWIN BROOKS CONDOMINIUM CORPORATION

AMENDED BY-LAW NO. 1

OTTENHEIMER BAKER

Barristers & Solicitors
6th Floor
Baine Johnston Centre
10 Fort William Place
P.O. Box 5457
St. John's, NL
A1C 5W4

Registry of Condominiums

Registered 19 day of May
2013 at 11:00 O'Clock Am
Registration No. 76 CM
Fee Paid \$ 35.00 Receipt No. 8000-4ZLC

[Signature]
Registrar of Condominiums

TWIN BROOKS CONDOMINIUM CORPORATION

AMENDED BY-LAW NO. 1

CONDOMINIUM ACT, 2009

CERTIFICATE IN RESPECT OF A BY-LAW
(Pursuant to section 35 of the *Condominium Act, 2009*)

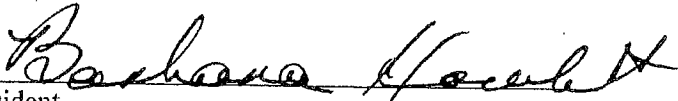
TWIN BROOKS CONDOMINIUM CORPORATION. (hereinafter called the "Corporation") certifies that:

1. The copy of Amended By-law No. 1 attached hereto is a true copy of the By-law.
2. The Amended By-law was made in accordance with the *Condominium Act, 2009*.
3. The Amended By-law No.1 was passed by resolution of not less than 66% of the members of the Corporation and the names of the members of the Corporation at the date hereof and the signatures of all those members who concur with the By-law appear in the attached Schedule A.

Dated this 16 day of MAY, 2013.

TWIN BROOKS CONDOMINIUM CORPORATION

Per:



President

Per:



Vice-President

TWIN BROOKS CONDOMINIUM CORPORATION

BY-LAW NO. 1

A By-Law made by Twin Brooks Condominium Corporation on the 16 day of March, 2013.

IT IS HEREBY RESOLVED THAT all previous By-laws and any amendments thereto of Twin Brooks Condominium Corporation are hereby deleted in their entirety and shall be replaced with the following By-law No. 1

ARTICLE I

Definitions

The terms used herein are as defined by the *Condominium Act, 2009* (hereinafter the "Act"), in particular sub-section 2(1) of the Act, or where not inconsistent with the Act or the Amended Declaration, shall have the meanings set out in this By-Law No.1.

ARTICLE II

The Corporation

- 1. **NAME.** The name of the Corporation is "Twin Brooks Condominium Corporation".
- 2. **OFFICE.** The registered office of the Corporation shall be at such place determined by the Board and as indicated in a notice filed with the Registry from time to time pursuant to the Act and the Amended Declaration.
- 3. **FISCAL YEAR.** The fiscal year of the Corporation shall end on the 31st day of December in each year or on such other date as the Board by resolution may determine.

ARTICLE III

Meeting of Members of the Corporation

- 1. **ANNUAL MEETINGS.** An annual meeting of the Members shall be held once in each calendar year and not more than fifteen months shall elapse between the date of one annual meeting and that of the next. The business of an annual meeting shall include the delivery of reports of Directors and Officers, election of Directors, review the financial statements required by the Act, Amended Declaration and By-Laws and the appointment of auditors and

fixing of their remuneration. The Corporation shall, 10 days or more before the annual meeting of owners, send by prepaid mail or deliver to each owner at that owner's latest address as shown on the records of the corporation a copy of the financial statement and a copy of the auditor's report.

2. **GENERAL MEETINGS.** All meetings of all Members other than annual meetings and the first meeting shall be called general meetings.
3. **PLACE OF MEETING.** All meetings of the Members of the Corporation shall be held at such place as the Board from time to time may decide.
4. **CALLING OF GENERAL MEETINGS.** The Board may, whenever it thinks such meeting is required, convene a General Meeting of the Members. Upon receiving a petition in writing signed by at least twenty-five percent (25%) of Owners or mortgagees entitled to vote, the Board shall convene a general meeting within thirty (30) days of receiving such petition.
5. **NOTICE OF MEETINGS.** No public notice or advertisement of meetings of Members, either annual or general, shall be required. A printed, written, typewritten or otherwise mechanically, electronically or digitally reproduced notice in which it is stated the day, hour and place of the meeting, together with an agenda of the business to be transacted thereat, shall be either delivered or mailed by electronic mail or ordinary mail with postage prepaid to each Member and to all mortgagees who have given the Corporation a Voting Notice pursuant to the Amended Declaration and to the auditor of the Corporation. The notice referred to herein shall be given at least ten (10) days (exclusive of the day of the delivery or mailing, but inclusive of the day for which notice is given) before the date of every meeting, addressed to such address as is given by the Member or mortgagee to the Corporation for the purpose of notice, or if no address be given then to the last address of such Member or mortgagee known to the Secretary, or if no address be known notice shall be deemed to have been given to Members or mortgagees if delivered or sent addressed to them at their respective Units. Notwithstanding the foregoing a meeting of Members, either annual or general, may be held for any purpose at any time and at any place as the Directors from time to time determine without notice, if all the Members or mortgagees entitled to notice of such meeting are present thereat in person or represented thereat by proxy duly appointed, or if the absent Members or mortgagees shall have signified their consent in writing to such meeting being held. Notices may be signed by the President, a Vice-President or the Secretary or such other persons as the Board may from time to time appoint for that purpose. Notice of any meeting or any irregularity in any notice thereof may be waived by any Member or mortgagee. No accidental error or omission in giving notice of any meeting of Members of the Corporation (whether annual or general) shall invalidate such meeting or make void any proceedings taken or had thereat and any Member or mortgagee may at any time waive notice of such meeting and ratify, approve and confirm any and all proceedings taken or had thereat.
6. **REPORTS AND MINUTES.** A copy of the annual financial statements and the auditor's report shall be furnished to every Owner and, upon request, to the mortgagee or chargee of a Unit entered on the register. A copy of the minutes of meetings of Members and of the Board shall within thirty (30) days of the date of such meeting be furnished to each such mortgagee or chargee who has requested the same.

7. **QUORUM.** Except as otherwise provided in this By-Law and pursuant to the Act and the Amended Declaration no business shall be transacted at any Annual or General meetings unless a quorum of Members entitled to vote thereat is present within thirty (30) minutes after the time at which the meeting was called. A quorum for the transaction of business at any meeting of Members of the Corporation shall be constituted when Members entitled to vote and owning not less than thirty per cent (30%) of the Common Elements are present in person or represented by proxy at such meeting and not fewer than three (3) persons entitled to vote are present in person. Subject to Paragraph 8 hereof, no business shall be transacted at any meeting where there is no quorum.
8. **ADJOURNMENT FOR LACK OF QUORUM.** If within 30 minutes after the time appointed for the holding of any annual or general meeting of Members a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time. Three (3) days' notice of any adjourned meeting is required to be given.
9. **RIGHT TO VOTE.** At each meeting of the Members every Member shall be entitled to vote who is entered on the register as an Owner or a designate named pursuant to the Act, or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is the Owner and whose accounts with the Corporation are in good standing and who has paid to the Corporation all fees, annual assessments, special assessments or any other amounts billed to the Owner or levied against his Unit by the Corporation, whether as a contribution to common expenses, the reserve fund, the contingency fund or for any other purpose. If a Unit has been mortgaged or charged, the person who has mortgaged or charged such Unit (or his proxy) may nevertheless represent such Unit at such meeting and vote in respect thereof unless the mortgagee or chargee shall notify the Corporation and the Unit Owner of its intention to exercise the right to vote in accordance with the requirements of the Act and Amended Declaration. No mortgagee may exercise the right to vote unless it is a mortgagee in possession. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.
10. **VOTING.** Votes may be given either personally or by proxy. At annual or general meetings every question shall be decided by a show of hands (except that voting for election of directors shall be by ballot only) unless a poll thereon be required by the Chairman or be demanded by a Member entitled to vote who is present in person or by his proxy if so represented. Upon a show of hands every Member entitled to vote who is present in person or by his proxy if so represented, may still demand a poll thereof. Whenever a vote by show of hands shall have been taken upon a question, unless a poll thereon be so required or demanded, a declaration by the Chairman of the meeting that the vote upon the question has been carried, or carried by a particular majority or not carried and an entry to that effect in the minutes of the proceedings at the meeting shall be prima facie evidence of that fact, without proof of number or proportion of the votes recorded in favour of or against any resolution or other proceedings in respect of the said question, and the result of the vote so taken shall be the decision of the Corporation in an annual or general meeting as the case may be, upon the question.
11. **POLL.** If at any meeting of Members a poll is demanded and be not withdrawn it shall be taken in such manner as the Chairman directs. The result of a poll shall be deemed to be the resolution

of the meeting at which the poll was demanded. A demand for a poll may be withdrawn at any time prior to the taking of the poll.

12. **EQUALITY OF VOTES.** In case of an equality in the votes, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.
13. **NUMBER OF VOTES.** On a show of hands, or on a poll, each Member present in person or by his proxy shall have one vote for each Unit he owns.
14. **APPOINTMENT OF PROXY.** An instrument appointing a proxy shall be in writing under the hand of the appointer, or his attorney authorized in writing, or if the appointer is a corporation, either under its corporate seal or under the hand of an officer or attorney so authorized, and may be either general or for a particular meeting, but a proxy need not be a Member, but may be any person; a proxy must be filed with the Secretary of the Corporation before the time of any meeting at which it is to be used and may be revoked by notice filed with the Secretary before the time of any meeting or by the appointer's attendance at the meeting.
15. **VOTE BY CO-OWNERS.** If a Unit or a mortgage on a Unit is owned by two or more persons any one of them present or represented by proxy may, in the absence of the other or others, vote, but if more than one of them is present or represented by proxy, those present or represented by proxy shall vote in the same way, failing which the vote for such Unit shall not be counted.
16. **REPRESENTATIVES.** A designate named pursuant to the Act, an executor, an administrator, a guardian or trustee (and where a corporation or mortgagee acts in such capacity any person duly appointed a proxy for such corporation or mortgagee) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the Owner or mortgagee at all meetings of the Members of the Corporation and may vote in the same manner and to the same extent as such Member. If there be more than one executor, administrator, committee, guardian, trustee or person acting, the provisions of Paragraph 15 of this Article shall apply.
17. **VOTE OF MORTGAGEE.** Subject to section 21 of the Act and Articles 2.05 and 2.06 of the Amended Declaration, where a mortgage of a Unit contains a provision that assigns to the mortgagee, or otherwise authorizes the mortgagee to exercise the rights of the Owner as a Member to vote or to consent at any annual or general meeting of Members, and where the mortgagee desires to exercise such rights, the following provisions, in addition to Article 2.06 of the Amended Declaration shall apply:
 - (a) the Voting Notice shall be delivered, or sent by prepaid registered post, by or on behalf of the mortgagee to the address for service of the Corporation including the address for notice of the mortgagee;
 - (b) the notice shall state according to its terms the extent to which the mortgagee desires to exercise the right of such Owner to vote or consent as aforesaid;
 - (c) the Corporation shall be bound from the time of receipt of such notice to treat the mortgagee as a Member for the purpose of exercise of the rights of such Owner to receive or waive notices, to appoint a proxy, to call a general meeting pursuant to this

By-Law and to vote or consent in accordance with the notice so given by or on behalf of the mortgagee, subject always to the rights of such Owner to continue to receive notice of and to attend meetings of Members;

- (d) in the event that Units whose common interest represent twenty five per cent (25%) of the Units are subject to first mortgages held by the same first mortgagee, then the Corporation shall deliver to such first mortgagee, if it so requests in writing, a copy of the minutes of all meetings of the Members of the Corporation.
18. **ENTITLEMENT TO VOTE.** Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution must be unanimous no Member or any representative or designate on his behalf is entitled to vote at any meeting unless all the contributions to the Corporation, payable in respect of the Member's Unit, have been paid to the date of such meeting; provided, however, that the terms of this paragraph shall not derogate from the rights of the mortgagee as set out in Paragraph 17 of this Article III.

ARTICLE IV

Board of Directors

1. **NUMBER.** The affairs of the Corporation shall be administered and managed by the Board of not less than 3 individuals and not more than 7 individuals.
2. **QUORUM.** A quorum for the transaction of business at a meeting of the Board is a majority of the Members of the Board. Notwithstanding vacancies the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. **QUALIFICATION OF MEMBERS OF THE BOARD.** In accordance with the Act, a person shall not be elected or hold office as a director where that person has not attained 19 years of age, is not a Unit Owner or a designate named pursuant to the Act . If a Unit has more than one Owner, only one such Owner may be elected or hold office at any one time.
4. **ELECTION AND TERM.** Pursuant to Article 2.07 of the Amended Declaration, Directors shall be elected in rotation and upon the expiration of their respective term of office shall retire but shall be eligible for re-election. At the first Meeting of the Members of the Corporation following the passage and registration of this By-law two (2) directors shall be elected to hold office for a term of three (3) years from the date of their election or until their successors are elected, two (2) directors shall be elected to hold office for a term of two (2) years from the date of their election, or until their successors are elected and one (1) director shall be elected to hold office for a term of one (1) year from the date of their election, or until their successors are elected. At each annual meeting thereafter the number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
5. **DUTIES OF DIRECTORS.** Every director and officer of the Corporation shall, in exercising the powers and discharging the duties of office,

- (a) act honestly and in good faith; and
 - (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 6. **REMOVAL OF DIRECTORS.** A person may be removed from the office of director prior to the expiration of his or her term of office by a majority of the votes cast in favor of the removal at a meeting of the members.
- 7. **FILLING OF VACANCIES.** Subject to section 27(6) of the Act, where a vacancy in the membership of the Board occurs, the Board may appoint a person to serve on the Board until the next meeting of members when a confirmation of that member or an election for a new member shall take place.
- 8. **CALLING OF MEETINGS.** Meetings of the Board shall be held from time to time at the call of the President or any two Directors, and at such time and on such day as the President determines or, in the absence of the President, a Vice-President who is a Director or in the absence of any such Vice-President by two Directors. Notice of any meeting so called shall be given personally, by ordinary mail or electronic mail to each director not less than forty eight (48) hours, exclusive of Saturdays, Sundays and holidays before the time when the meeting is to be held, provided that no notice shall be required to be given of any meeting of directors held for the sole purpose of organization and the election and appointment of officers immediately following any annual general meeting and no notice of any meeting shall be necessary if all the directors are present or if a quorum is present or those absent have waived notice or otherwise signified in writing, including by electronic mail, their consent to the holding of such meeting.
- 9. **REGULAR MEETINGS.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a resolution passed by a majority of the Directors.
- 10. **ADJOURNED MEETING.** At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 11. **MEETINGS BY TELEPHONE.** If all of the Directors consent, any Director may participate in a meeting of the Board by means of telephone or other communication facilities as permit all persons participating in the meeting to hear each other, and a Director participating in such meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates.
- 12. **VOTE.** At meetings of the Board of Directors all matters shall be decided by majority vote, provided that the Chairman of the meeting shall have a casting, as well as an original vote, in case of an equality of votes.
- 13. **DECLARATION OF INTEREST IN CONTRACT.** A director of the Corporation who has, directly or indirectly, an interest in a contract or transaction to which the Corporation is a party or a proposed contract or transaction to which the Corporation may be a party, shall disclose in writing to the Corporation the nature and extent of the interest in accordance with the manner described in section 34 of the Act. The Board shall enter the disclosure made by a

director under this provision in the minutes of the meeting of the Board at which the disclosure was made.

14. **VOTE WITH RESPECT TO DECLARATION OF INTEREST IN CONTRACT.** The director declaring an interest in a contract or transaction shall not vote or be counted in the quorum on a vote with respect to a contract or transaction or a proposed contract or transaction to which this provision applies unless the interest of the director in it:
 - (a) is or would be limited solely to liability insurance against liability incurred as a result of acting as a director or officer of the Corporation or remuneration as a director, officer or employee of the Corporation; or
 - (b) arises or would arise solely because the director is a director, officer or employee of the Corporation, if the director has been appointed to the first Board by the Declarant.
15. **ACCOUNTABILITY FOR PROFIT OR GAIN IN CONTRACT.** A director who complies with these provisions and who is acting honestly and in good faith at the time the contract or transaction is entered into is not accountable to the Corporation or the owners for profit or gain realized from the contract or transaction by reason only of holding the office of director and the contract or transaction is not voidable by reason only of the interest of the director in it if:
 - (a) the contract or transaction is confirmed or approved by at least 66% of the votes cast at a meeting of the Owners called for that purpose; and
 - (b) the nature and extent of the interest of the director in the contract or transaction are declared and disclosed in reasonable detail in the notice calling the meeting.
16. **LIABILITY OF DIRECTORS.** A director of the Corporation is not liable when exercising the powers and discharging the duties of office if the director relies in good faith upon:
 - (a) financial statements of the Corporation that the auditor, in a written report, an officer of the corporation or a manager under an agreement for the management of the property, represents to the director as presenting fairly the financial position of the Corporation in accordance with generally accepted accounting principles; or
 - (b) the report or opinion of a person whose profession lends credibility to the report or opinion.
17. **INDEMNITY OF DIRECTORS AND OFFICERS.** Except in a case where a director or officer is found to have acted dishonestly or fraudulently, every director or officer of the Corporation and his heirs, executors, administrators, estate and other personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of an action, suit or proceeding that is proposed or commenced against that person for or in respect of anything done or permitted by that person in respect of the execution of the duties of office; and
 - (b) all other costs, charges and expenses that person sustains or incurs in respect of the affairs of the Corporation.
18. **PROTECTION OF DIRECTORS AND OFFICERS.** Subject to the provisions of the Act, the Amended Declaration and this By-Law, 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 the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.
19. **FIDELITY BONDS.** The Board may require that all directors, officers and employees of the Corporation handling or responsible for the Corporation's moneys or securities shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE V

Officers

1. **ELECTED OFFICERS.** At the first meeting of the Board after each election of directors the Board shall elect from among its directors a President and may elect from among its Directors a Vice-President. A vacancy occurring from time to time in such office may be filled by the Board from among its Directors.
2. **APPOINTED OFFICERS.** From time to time the Board shall appoint a Secretary and may appoint a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officers so appointed shall be a director of the Board. With the exception of the President one person may hold more than one office and if the same person holds both the office of Secretary and office of Treasurer he or she may be known as the "Secretary Treasurer".
3. **TERM OF OFFICE.** In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation by a vote of the Board taken for that purpose.

4. **PRESIDENT.** The President, when present, shall preside at all meetings of the Members and of the Board and shall be charged with a general supervision of the business and affairs of the Corporation, subject only to the direction of the Board and he shall have such other powers and duties as the Board may from time to time determine.
5. **VICE-PRESIDENT.** During the absence or the inability to act of the President his power and duties shall fall upon the Vice-President. If the Vice-President exercises any such duty or power the absence of a President shall be presumed with reference thereto. The Vice-President shall also have such powers and duties as may from time to time be assigned to him or them respectively by the Board.
6. **GENERAL MANAGER.** The General Manager, if one be appointed, shall have the general management, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration.
7. **SECRETARY.** The Secretary shall give or cause to be given all notices required to be given to the Members, directors, accountants, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the Members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall maintain all books, papers, records, documents and other instruments belonging to the Corporation except those to be kept by the Treasurer and he shall perform such other duties as may from time to time be prescribed by the Board.
8. **TREASURER.** The Treasurer shall keep or cause to be kept full and accurate books of account and accounting records in which shall be recorded all receipts and disbursements of the Corporation. He shall have the care of all the funds and securities of the Corporation in such bank or banks or trust company or trust companies or with such depository or depositories as the Board shall direct. He shall disburse the funds of the Corporation when necessary and proper, taking proper vouchers of such disbursements, and shall render to the President and directors at the meetings of the Board or whenever they may require it, an account of all his transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board.
9. **OTHER OFFICERS.** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of any officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

ARTICLE VI

Bank Arrangements and Contracts

1. **BANKING ARRANGEMENTS.** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or

authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons or the Manager appointed under Article IX herein as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. **EXECUTION OF INSTRUMENTS.** Subject to the Act and the Amended Declaration, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the Treasurer and one other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the By-Laws of the Corporation 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 obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

ARTICLE VII

The Corporation

1. **DUTIES OF THE CORPORATION.** The duties of the Corporation shall be those as set forth in the Act and the Amended Declaration. .
2. **POWERS OF THE CORPORATION.** In addition to the powers of the Corporation as set forth in the Act and the Amended Declaration, the Corporation shall also have the following powers:
 - (a) purchasing, hiring or otherwise acquiring, property for use by the Unit Owners in connection with their enjoyment of the Common Elements, and for use in the management and maintenance of the Common Elements and the Property, except the Units;
 - (b) securing the repayment of moneys borrowed by it and the payment of interest thereon by negotiable instrument;
 - (c) making an agreement with any Unit Owner for the provision of amenities or services, or payment of same;
 - (d) granting to any Unit Owner the right to exclusive use and enjoyment of any part of the Common Elements or special privileges in respect thereof;

- (e) revoking any grant provided under paragraph (d) above on reasonable notice;
- (f) entering into contracts for the repair, maintenance and renewal on a continuing or periodic basis of any part or parts of the Common Elements or of installations contained in Units and subject to easements for services to the Common Elements or other Units;
- (g) doing all things reasonably necessary for the performance of its duties under the Act, the Declaration and the By-Laws;
- (h) employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize, including but not limited to the duties of the Corporation set forth in paragraph 1 of this Article VII;
- (i) obtaining and maintaining fidelity bonds for the manager where deemed necessary by the Board and in such manner as the Board may deem reasonable;
- (j) investing reserves and other money from time to time held by the Corporation; and
- (k) establishing and maintaining a contingency fund pursuant to the Act and the Declaration for any purpose which the Corporation shall determine necessary from time to time.

ARTICLE VIII

Duties of the Declarant

1. The Declarant shall perform all the duties it is required to perform pursuant to the Act, the Amended Declaration and these By-laws.

ARTICLE IX

Management of the Property

1. Notwithstanding Paragraph 1 of Article VII hereof, the Corporation may from time to time enter into an Agreement for the management of the Property with a person or persons, corporation or firm selected by the Corporation in its discretion for such period and upon such terms and conditions as the Corporation deems expedient. In such Agreement or Agreements, the Corporation may delegate to such person or persons, corporation or firm, all of its powers and duties, including the collection of common expenses, but not including the assessment of common expenses, and those powers and duties that are specifically required by the Act to be exercised by the Corporation, or by the Board. Once an Agreement for the management of the Property has been entered into such Agreement may only be terminated and the person or persons, corporation or firm selected thereby dismissed by the Board of Directors in accordance with the provisions of any property management agreement.

ARTICLE X

Assessment and Collection of Contributions
Towards the Common Expenses

1. **ANNUAL BUDGET.** Subject to the Act and Article IX of the Declaration, the Board shall, at least thirty (30) days prior to the commencement of each fiscal year, prepare and adopt a budget for the Corporation for the next ensuing fiscal year, setting forth in categories estimates of the amount of the common expenses of the Corporation for such year and allocating and assessing such common expenses for such fiscal year among the Owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In preparing the Budget the Board shall estimate the amount of income to be received by the Corporation from the use, operation or rental of any of the Common Elements. In addition to all expenses, charges or costs, which the Board may incur or expend, there shall be included in the annual budget provision for a Reserve Fund, which shall include moneys received to be accumulated in the Reserve Fund and to be used or expended for major maintenance items, as described in the Act and the Amended Declaration.
2. **SPECIAL ASSESSMENTS.** If at any time during the course of any fiscal year the Board shall determine that the annual assessment of condominium fees is inadequate by reason of a revision in the Board's estimates of either expenses or income or any extraordinary expense to be incurred by the Corporation, including major items of repair or replacement which cannot be funded from the Reserve Fund, the Corporation may, pursuant to section 18(3) of the Act, vote to levy a special assessment. Where a resolution to levy a special assessment is passed by the required vote of the members of the Corporation, the Board shall prepare and cause to be delivered to each Owner and to each mortgagee who has notified his interest to the Corporation either a single special assessment for payment by the Owner within the time specified in such notice or a revised annual budget for the balance of such fiscal year, whereupon monthly contributions shall be determined and paid on the basis of such revised budget.
3. **MONIES ON DEPOSIT.** All monies of the Corporation, except petty cash on hand or monies invested, shall be kept on deposit in a chartered bank, trust company, securities dealer or other financial institution carrying on business in the Province of Newfoundland and Labrador and approved by the Board.
4. **CONVEYANCE OF UNIT.** No Owner shall be liable for the payment of any part of the common expenses assessed against their Unit prior to the transfer by them of such Unit but payable by them subsequent thereof, provided that they first give notice of such assessment to the transferee of the Unit.
5. **STATEMENT OF ACCOUNT.** Within ten (10) days following written application therefor, the Board shall furnish an Owner or mortgagee or any person authorized in writing by either of them with a statement as of the first day of the month in which such request is made setting forth the following:
 - (a) any assessments unpaid or payable as of such date, together with accrued interest thereon;

- (b) the amount outstanding in the Reserve Fund contributed or deposited or required to be contributed or deposited by the Unit Owner.

The Board may charge a reasonable fee for the provision of each such statement.

6. **INSPECTION OF BOOKS.** Subject to the provisions of the Act and the Amended Declaration the books of account and accounting records may be available at all reasonable times for inspection by a member of the Corporation.
7. **COLLECTION.** The Corporation shall take all necessary steps to enforce the payment by each Owner of all unpaid assessments, whether for Common Expenses, special assessments or legal and collection costs and all other amounts owed by the Owner to the Corporation (collectively, the "Indebtedness"). In this regard the Corporation shall have all powers and legal rights as set out in the Act and the Amended Declaration.
8. **DEFAULT IN PAYMENT OF ASSESSMENT.**
 - (a) Arrears of payments required to be made of any indebtedness under the provisions of the Act, Amended Declaration and this Article X shall bear interest at a rate equal to two per cent (2%) above the interest rate charged from time to time by the Bank of Canada to Chartered Banks and shall be compounded monthly until paid;
 - (b) In addition to any remedies or liens provided by the Act, if any Owner is in default in payment of any Indebtedness for a period of fifteen (15) days, the Board may recover as a debt due to the Corporation and bring legal proceedings for and on behalf of the Corporation to enforce collection of any Indebtedness of such Owner, including all costs of such proceedings, including costs as between a solicitor and his own client. The Corporation shall have no obligation to notify an Owner of their default prior to the commencement of legal proceedings.

ARTICLE XI

Provisions Respecting the Use and Occupation of Units

1. In addition to the provisions of the Amended Declaration, the use and occupation of the Units shall be in accordance with the following restrictions and stipulations:
 - (a) each Unit shall be occupied and used as a single family residence and for no other purpose. No person under the age of 50 years may ordinarily reside in or occupy a Unit, with the exception of the following, which may be approved at the discretion of the Board of Directors:
 - (i) persons actually providing personal care assistance to the resident or occupant of any Unit and who are either a relative of the resident or

occupant of the Unit or are providing such care for bona fides financial consideration;

- (ii) any person who is 19 to 49 years of age, and children under the age of 19 years who are related to the resident of a Unit who do not occupy the Unit for a period in excess of 2 weeks in any 52 week period; or
 - (iii) any person who is 19-49 years of age who ordinarily resided or occupied a Unit immediately prior to the registration of the Amended Declaration and this Amended By-Law.
- (b) except for routine maintenance work, no alterations or improvements to the interior of a Unit shall be made without the prior written consent of the Board;
 - (c) except for routine maintenance work, no alterations or improvements to the exterior of a Unit shall be made without the prior written consent of the Board, including but not limited to the exterior color, façade or finish of a Unit;
 - (d) no portion of a Unit required by the Declaration to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation;
 - (e) nothing may be thrown out of the windows or doors of a Unit;
 - (f) Unit Owners may keep a pet within the Units only if the keeping of such a pet is in accordance with the following restrictions:
 - (i) pets must be domesticated and must not pose a danger to others,
 - (ii) a pet must not exceed a weight of 30 pounds, except in the case of a dog which is a "service animal" as defined in the *Service Animal Act*,
 - (iii) only one pet may be kept by an Owner in a Unit at any one time, except for those Owners who may have had more than one pet in a Unit immediately prior to the registration of this Amended By-Law; and
 - (iv) pets must not be disruptive or a nuisance or interfere with the peaceful enjoyment of other Owners.
 - (g) the use of and covering of the interior surfaces of all windows whether by sheers, drapes, shades or other items visible from the exterior of the Unit shall be only in compliance with rules established by the Board from time to time;
 - (h) no stores of any combustible, inflammable or offensive goods, provisions or materials shall be kept in any Unit or in any area of the common elements over which an owner may have exclusive use;
 - (i) no plumbing or electrical alterations within any Unit or within any partition, bearing or party wall, shall be made without the prior written consent of the Board;

- (j) no Unit shall be used for professional or commercial purposes such as an office for a doctor, dentist, chiropractor or lawyer;
- (k) no electrical or telephone installations or any satellite dish, antenna, aerial or receiver shall be erected on or fastened to any Unit, or the outside of the buildings except as approved by the Board;
- (l) no signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit, or in any window of a Unit, without the written consent of the Board first being obtained;
- (m) no laundry shall be hung outside a Unit;
- (n) all electrical appliances or equipment used in any Unit shall comply with the applicable regulations of appropriate authorities from time to time in force;
- (o) no instrument, appliance, equipment or other device shall be used within any Unit which, in the opinion of the Board, causes a disturbance or interference with the comfort of other Owners;
- (p) no Unit Owner, occupant or guest shall do anything within or outside his Unit that will annoy or disturb others;
- (q) no Owner shall do anything or permit anything to be done that will increase the risk of fire or the rate or availability of fire and property insurance on the property or any part thereof;
- (r) no Owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law;
- (s) all garbage shall be disposed of in compliance with all relevant municipal regulations passed by the City of St. John's from time to time; and
- (t) no Owner shall lease or otherwise allow the occupation of his Unit by others unless such lease is in compliance with Article 3.05(a) and Article 3.06 of the Amended Declaration and unless the Owner immediately advises the Board of the name and telephone number of the tenant or tenants.

ARTICLE XII

Provisions Governing the Use of the Common Elements

1. In addition to the provisions of the Amended Declaration, the use of the Common Elements of the Corporation shall be in accordance with the following restrictions and stipulations:

- (a) the sidewalks, walkways, passages and driveways, shall not be obstructed or used for any other purpose than ingress to and egress from the Units and parking areas within the Common Elements;
- (b) no motor vehicle shall drive on any part of the Common Elements other than on a designated roadway driveway or parking space provided for the purpose;
- (c) no utility trailer, boat, snowmobile, machinery or equipment of any kind shall be parked on any part of the Common Elements;
- (d) owners may temporarily park mobile homes or moveable trailer homes upon designated areas of the Common Elements only upon receiving prior written consent from the Board and only for a maximum period of 14 consecutive days. Under no circumstances may mobile homes or moveable trailer homes be parked on any area of the Common Elements from October 1st to April 30th in any year.”
- (e) no repairs or adjustments to motor vehicles, snowmobiles, trailers, or boats may be carried out on the Common Elements;
- (f) no private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature, shall be parked or located upon the Common Elements or any part thereof; and all automobiles may be parked only in locations properly paved and provided for them;
- (g) no vehicle of an Owner shall be parked on any part of the Land except for an Owner’s designated parking space;
- (h) no one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including all grass, trees, shrubs, hedges, flowers or flower beds and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of lawns from time to time;
- (i) no Unit Owner shall landscape, fence or alter the exterior Common Elements;
- (j) the lanes, gardens, walks and other external Common Elements shall be used in a quiet and proper manner and with due regard to the comfort and convenience of other Owners;
- (k) all rear yards beyond the patio area and privacy screens separating each unit are to be kept free and clear of anything which may impeded or interfere with the work of maintenance personnel or their equipment. Lawn furniture and/or personal articles will be permitted within the privacy screens provided these do not impede the normal maintenance operations on the Buildings’ exteriors or the grounds. Plants and shrubbery shall be maintained in a neat and tidy fashion and shall be conducive to the general landscaping theme of the Property;
- (l) no animal, livestock, fowl or pet of any kind shall be kept on any part of the Common Elements or be allowed to roam the Common Elements unattended;

- (m) no pet shall be tied up, confined or maintained on a run on any part of the Common Elements and no pet shall be permitted to roam the Common Elements off leash or unattended.
- (n) no combustible, inflammable or offensive goods, provisions or materials shall be kept or burned upon, nor may any open fire or outdoor fireplace be used upon, any part of the Common Elements including any area of the Common Elements over which an owner may have exclusive use;
- (o) notwithstanding Article XII (1) (n) herein, propane gas barbecues are permitted but shall be used and maintained in a safe manner and in compliance with all manufacturer's specifications and municipal or provincial regulations;
- (p) no building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements without the prior written consent of the Board;
- (q) no part of the Common Elements shall be used for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, flags, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation or for the disposal of rubbish, garbage or waste or the placement of composting bins and related equipment, without the prior written consent of the Board;
- (r) umbrella style clothes racks are permitted on the privacy deck adjacent to each Unit;
- (s) all garbage shall be properly bagged and disposed of in compliance with all relevant municipal regulations passed by the City of St. John's from time to time;
- (t) no outbuildings, sheds, garages or barns are permitted within the boundaries of the Property except those erected by the Declarant or by the Corporation for purposes of equipment storage, or other special needs as they may arise;
- (u) no television antennae, aerial or tower and appurtenances thereto shall be erected on any part of the Common Elements. Satellite dishes shall be allowed provided such dishes are erected at the rear of the exterior of the Unit by a professional installer;
- (v) no signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Common Elements without the prior written consent of the Board;
- (w) no Owner, occupant or guest shall do anything that will be noisy or offensive in the Common Elements, so as to interfere with the enjoyment, by any Owner, of the Common Elements or his Unit;
- (x) nothing belonging to a Unit Owner shall be left anywhere on the Common Elements when it is not in use;
- (y) no Owner shall be permitted to paint, decorate or make any exterior alteration to a Unit that would have the effect, in the opinion of the Board, of effecting the homogeneous visual aspect of the Building in which the Unit is located;

- (z) no Owner shall do anything or permit anything to be done on the Common Elements that will increase the risk of fire or the rate or availability of fire and property insurance on the property or any part thereof;
 - (zz) no Owner shall do anything or permit anything to be done on the Common Elements that is contrary to any statute or municipal by-law or any rules, regulations or ordinances passed under any statute or municipal by-law.
2. The Corporation may make rules respecting the use of the Common Elements for the purpose of preventing unreasonable interference with the use and enjoyment of the Units and Common Elements. The rules shall be reasonable and consistent with the Act, the Amended Declaration and these By-laws and shall be approved by 66% of the members of the Corporation. The rules shall be complied with and enforced in the same manner as the by-laws.

ARTICLE XIII

Standard Unit

1. **APPLICATION.** The Act requires that the determination of what constitutes an "improvement" to a Condominium Unit shall be determined by reference to a standard unit definition. The Corporation is responsible to insure the Condominium Units against damage caused by "major perils" (as defined in the Act) exclusive of the "improvements" to the Condominium Units. The Corporation is responsible for repairing the Condominium Units after damage exclusive of the "improvements" to the Condominium Units. Each Unit Owner is responsible to insure any improvements to his or her Unit and to make repairs after damage to any improvements to his or her unit. Any component of a unit which is not included within the definition of a "standard unit" is considered to be an "improvement" to the Unit.
2. **STANDARD UNIT DEFINITION** It is understood that the following definition of the "standard unit" does not include the Common Elements of the Corporation as described in its Declaration, Description and By-laws which shall be insured and repaired after damage by the Corporation. It is further understood that the following definition of the "standard unit" does not include any furniture, clothing or personal belongings and effects of any Unit Owner. The standard unit shall be defined as including the following components of the Unit :
- a. the ceilings including drywall with a painted finish, including taping, sanding, one coat of primer paint and two coats of finishing paint;
 - b. floor coverings to a maximum cost of \$8.00 per square foot for each Unit, adjusted for inflation, as required, by reference to the Consumer Price Index as determined by the Bank of Canada upon the date of loss affecting the Unit;
 - c. all installations with respect to the provision of water, drainage and sewage services for the unit, including hot water heaters but not including dishwashers and refrigerators;

- d. all installations with respect to the provision of heat and ventilation including grates and/or other coverings;
 - e. all installations with respect to the provision of electricity including outlets and outlet covers and rough in wiring for light fixtures, telephone cable and outlets, cable television cable and outlets, internet outlets, all requisite smoke detectors as required by applicable regulation, one standard stove electrical outlet, hook up for washer and dryer and a rough-in for dishwasher;
 - f. interior partitions and walls completed to the drywall, including taping, sanding, one coat of primer paint and two coats of finishing paint;
 - g. basements to the unfinished masonry surface only;
 - h. all interior doors, door trim, builder's mid-quality door hardware, floor trim, and internal window trim in living/dining and entrance areas(*all trim shall be finished with one coat of primer paint and two coats of white finish paint*);
 - i. light fixtures throughout all rooms to a combined maximum cost of \$1,000.00 per Unit, adjusted for inflation, as required, by reference to the Consumer Price Index as determined by the Bank of Canada upon the date of loss affecting the Unit;
 - j. partitions and walls between units and common elements, including, where applicable, insulation and vapor barrier, completed to the drywall, (including taping, sanding, one coat of primer paint and two coats of finishing paint);
 - k. kitchen cabinets, counter tops, sink and faucets to a combined maximum cost of \$10,000.00, adjusted for inflation, as required, by reference to the Consumer Price Index as determined by the Bank of Canada upon the date of loss affecting the Unit;
 - l. bathroom cabinets, counter tops, sinks, faucets, and fiberglass bathtub enclosure to a combined maximum cost of \$7,000.00, adjusted for inflation, as required, by reference to the Consumer Price Index as determined by the Bank of Canada upon the date of loss affecting the Unit; and
 - m. such other components of the unit which the Declarant of the condominium would have been required to construct by the then current regulations (as at the time of the damage or repair) in order to achieve registration of the condominium plan.
3. **SPECIFIC EXCLUSIONS TO STANDARD UNIT.** Anything within the boundaries of a Unit which is not described in the definition of a standard Unit set out in Part XIII of this By-Law No. 1 shall be considered an improvement to the unit. For greater certainty and without limiting the generality of the foregoing, the standard unit shall not include:
- a. wall coverings other than paint as described above, including paneling, other wood treatments, tiles, textured paint and/or wall paper;

- b. storm doors;
 - c. any finish or additions to a basement beyond the unfinished masonry surfaces;
 - d. any skylight;
 - e. window coverings, drapery hardware, or blinds; or
 - f. any addition, alteration, or improvement to a unit made by an owner either before or after the date of proclamation of the Act.
4. **CONSEQUENCES OF STANDARD UNIT DEFINITION.** For clarification, the consequence of such definition of "standard unit" is to cause all components of each Unit that are not specifically stated to be part of the standard unit to be classified, considered and defined as an "improvement" thereby making the Owner of such Unit completely responsible for all insurance, repair and maintenance relating thereto and relieving the Corporation from being required to provide or maintain any insurance, repair or maintenance on account thereof.
5. **RELATED PROVISIONS REGARDING STANDARD UNIT.** The following provisions shall also be applicable in relation to all Units:
- (a) Part XIII of this By-law No. 1 shall apply to any and all improvements made to a unit, as determined herein, notwithstanding that such improvement was made to a unit prior to the date of proclamation of the Act;
 - (b) If any component of the standard unit must be "upgraded" or changed in order to comply with any applicable governmental by-law, regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit;
 - (c) Nothing in this By-Law shall relieve an Owner of any obligation to maintain, repair and, when necessary, replace any component of his or her Unit as may be set out in the Act and the Corporation's Amended Declaration, By-laws and Rules;

ARTICLE XIV

Miscellaneous

1. **SEVERABILITY.** The invalidity in whole or in part of any article or articles, paragraph or paragraphs, or clause or clauses in this By-Law contained shall not affect the validity of the remaining portions of such article or articles, paragraph or paragraphs, or clause or clauses of this By-Law.

- 2. **INTERPRETATION.** In this By-Law and all other By-Laws of the Corporation, unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders; and words importing person shall include companies, corporations, partnerships and any number or aggregate of persons.

Whenever reference is made in the By-Law to any statute or section thereof such reference shall be deemed to extend and apply to any amendments to the said statute or section or re-enactment thereof as the case may be.

- 3. **HEADINGS.** The headings in the body of this By-Law No. 1 form no part of this By-Law, but shall be deemed to be inserted for convenience of reference only.

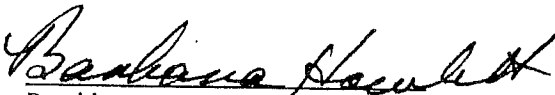
- 4. **WAIVER.** No restrictions, conditions, obligations or provisions contained in this By-Law or any amendments thereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

- 5. **AMENDMENTS.** This By-Law or any part thereof may be varied, altered or repealed by a By-Law passed in accordance with the provisions of the Act and the Amended Declaration.

The foregoing By-Law is hereby enacted and passed as By-Law No. 1 of Twin Brooks Condominium Corporation.

The foregoing By-law No. 1 is hereby passed by the Corporation pursuant to *The Condominium Act, 2009* as evidenced by the respective signatures hereto of a majority of all of the Directors.


DATED this 16 day of MAY, 2013.



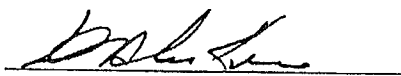
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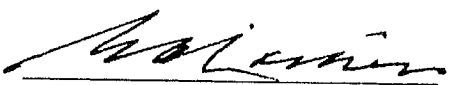
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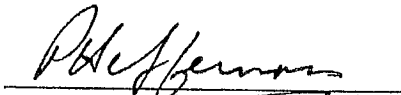
 Treasurer:



 Vice-President:



 Director:



 Director:



 Director:

