

The Condominium Property Act

being

Chapter C-26 of *The Revised Statutes of Saskatchewan, 1978*
(effective February 26, 1979).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER C-26

An Act to Facilitate the Division of Buildings into Separately Owned Units

SHORT TITLE

Short title

1 This Act may be cited as *The Condominium Property Act*.

R.S.S. 1978, c.C-26, s.1.

INTERPRETATION

Interpretation

2 (1) In this Act:

“board”

(a) “**board**” means the board of a corporation as provided for in section 19;

“building”

(b) “**building**” or “**buildings**” means the building shown in a condominium plan;

“bylaws”

(c) “**bylaws**” means the bylaws of a corporation;

“common property”

(d) “**common property**” means so much of the land comprised in a condominium plan as is not comprised in any unit shown in a condominium plan;

“condominium plan”

(e) “**condominium plan**” means a plan that:

(i) is described in the heading thereto as a condominium plan;

(ii) shows the whole or any part of the building comprised therein as being divided into two or more units; and

(iii) complies with the requirements of section 7; and includes a plan of redivision of any unit in a condominium plan registered under this Act;

“corporation”

(f) “**corporation**” means a corporation constituted pursuant to section 16;

“developer”

(g) “**developer**” means the owner of a parcel;

“local authority”

(h) “**local authority**” means, in relation to a parcel, the municipal body governing the area in which the parcel is situated;

“owner”

(i) “**owner**” means the owner of a unit;

“parcel”

(j) “**parcel**” means the land comprised in a condominium plan;

“unanimous resolution”

(k) **“unanimous resolution”** means a resolution unanimously passed at a properly convened meeting of a corporation at which all persons entitled to exercise the powers of voting conferred by this Act or the bylaws are present personally or by proxy at the time of the voting;

“unit”

(l) **“unit”** means an area designated as a unit in a condominium plan;

“unit factor”

(m) **“unit factor”** means the unit factor for a unit as specified or apportioned in accordance with clause (f) of subsection (1) of section 7 or subsection (5) of section 11, as the case may be.

(2) Other expressions used in this Act and not defined in subsection (1) have the same meanings as may be assigned to them in *The Land Titles Act*.

1968, c.14, s.2; 1976-77, c.13, s.2; R.S.S. 1978, c.C-26, s.2.

FORMATION OF CONDOMINIUMS

Subdivision of buildings into units

3(1) A building may be divided into units by the registration of a condominium plan in the manner provided by this Act and the regulations.

(2) For the purposes of *The Land Titles Act*, a condominium plan shall be deemed upon registration to be embodied in the register.

(3) This Act applies only with respect to land held in fee simple and nothing done under this Act includes, confers or affects any interest in mines and minerals within, upon or under the parcel included in the plan.

1968, c.14, s.3; R.S.S. 1978, c.C-26, s.3.

Condominium plans

4(1) Upon registering a condominium plan the registrar shall:

(a) cancel the certificate of title and duplicate certificate of title thereof to the parcel described in the plan, except as to any mines and minerals comprised therein; and

(b) issue a separate certificate of title and duplicate certificate of title for each unit described in the plan;

and any interests affecting the parcel that are noted on the certificate of title cancelled under clause (a) shall be endorsed upon the condominium plan and not upon the certificates of title issued under clause (b).

(2) No more than one unit shall be included in one certificate of title and no other land, except the owner's share in the common property, shall be included in the same certificate of title with a unit.

(3) After a certificate of title to a unit is issued pursuant to subsection (1), the unit comprised therein may devolve or be transferred, leased, mortgaged or otherwise dealt with in the same manner and form as any land held under *The Land Titles Act* and memoranda showing such dealings shall be made by the registrar upon the certificate of title of the unit affected.

1968, c.14, s.4; R.S.S. 1978, c.C-26, s.4.

Common property

5(1) The registrar, in issuing a certificate of title for a unit, shall certify therein the owner's share in the common property.

(2) The common property comprised in a registered condominium plan is held by the owners of all the units as tenants in common in shares proportional to the unit factors for their respective units.

(3) Except as provided in this Act, a share in the common property shall not be disposed of or become subject to any charge except as appurtenant to the unit of an owner and any disposition of or charge upon a unit operates to dispose of or charge that share in the common property without express reference thereto.

1968, c.14, s.5; R.S.S. 1978, c.C-26, s.5.

Owner's interest

6(1) An owner holds his unit and his share in the common property subject to any interests affecting the unit or the condominium plan.

(2) Except to the extent that an interest noted on a condominium plan relates to a particular unit, the owner of a unit is liable only in respect of any such interest in proportion to the unit factor for his unit.

1968, c.14, s.6; R.S.S. 1978, c.C-26, s.6.

CONDOMINIUM PLANS**Requirements of plan**

7(1) Every plan presented for registration as a condominium plan shall:

- (a) delineate the external surface boundaries of the parcel and the location of the building in relation thereto;
- (b) bear a statement containing such particulars as may be necessary to identify the title to the parcel;
- (c) include a drawing illustrating the units and distinguishing such units by numbers or other symbols;
- (d) define the boundaries of each unit in the building by reference to floors, walls and ceilings;
- (e) show the approximate floor area of each unit;
- (f) have endorsed upon it a schedule specifying in whole numbers the unit factor for each unit in the parcel;
- (g) have endorsed upon it the address at which documents may be served on the corporation concerned in accordance with section 43;
- (h) be signed by the developer; and
- (i) contain such other features as may be prescribed by the regulations.

(2) Unless otherwise stipulated in the condominium plan, the common boundary of any unit with another unit or with common property is an imaginary line drawn equidistant between the two lateral surfaces of the floor, wall or ceiling, as the case may be.

1968, c.14, s.7; 1976-77, c.13, s.3; R.S.S. 1978, c.C-26, s.7.

Plans certified

8(1) Every plan presented for registration as a condominium plan shall be endorsed with or accompanied by:

- (a) a certificate of a Saskatchewan land surveyor that the building shown on the plan is within the external surface boundaries of the parcel that is the subject of the plan and, if eaves or guttering project beyond such external boundaries, that an appropriate easement has been granted as an appurtenance of the parcel; and that the units shown in the plan are the same as those existing; and
 - (b) a certificate of the clerk of the local authority that the proposed division of the building, as illustrated in the plan, has been approved by the local authority.
- (2) With respect to a certificate under clause (b) of subsection (1), the local authority upon application therefor shall direct the issue of the certificate if it is satisfied that:
- (a) separate occupation of the proposed units will not contravene any development control or zoning bylaw;
 - (b) any consent or approval required under such a bylaw has been given in relation to the separate occupation of the proposed units;
 - (c) the building and the division of the building into units for separate occupation will not interfere with the existing or likely future amenity of the neighbourhood, having regard to the circumstances of the case and the public interest; and
 - (d) when the application relates to the conversion of existing premises used for apartments, flats or tenements into units:
 - (i) the conversion will not significantly reduce the availability of rental accommodation in the area;
 - (ii) the conversion will not create significant hardship for any or all of the tenants of the existing premises; and
 - (iii) the building and the parcel have the physical characteristics considered necessary by the local authority to make the premises suitable for conversion.
- (3) The provisions relating to the subdivision of land contained in *The Planning and Development Act* or the regulations thereunder do not apply to the division of a building pursuant to subsection (1) of section 3, if the surface boundaries of the parcel correspond to the boundaries of a lawful parcel within the meaning of *The Planning and Development Act*, and any disposition of common property does not contravene the provisions of that Act.

Construction of additional units; replacement plan

9(1) In this section and section 10:

“additional unit”

(a) **“additional unit”** means a unit not described in a condominium plan but described in a replacement plan, and includes a unit in an additional building or in an extension to a building shown on the condominium plan;

“replacement plan”

(b) **“replacement plan”** means a condominium plan showing the parcel, building and units as on the original plan and the additional units and land, if any, intended to be brought in.

(2) When a condominium plan is registered, the developer may file with the registrar a caveat against the condominium plan, at any time before he transfers title to any unit to any person, and the caveat shall reserve to the developer the right to construct additional units on the common property or on additional land and those additional units shall be deemed to be a part of the condominium scheme upon completion of construction.

(3) The caveat mentioned in subsection (2) shall be accompanied by a replacement plan that complies with sections 7 and 8 and a certificate of the Provincial Secretary that the bond mentioned in section 10 has been delivered to him.

(4) The developer shall, within:

- (a) two years after the day on which the caveat is filed; or
- (b) any period of extension allowed under subsection (6);

register the replacement plan accompanied by a certificate of a registered architect certifying that the additional units have been constructed as shown on the replacement plan.

(5) Where the replacement plan and architect's certificate are not registered within the time required by subsection (4), the caveat shall lapse and all rights reserved to the developer thereunder shall cease.

(6) Where completion of the additional units is delayed:

- (a) the owners, by unanimous resolution; or
- (b) the Court of Queen's Bench, on application of the developer by originating notice, and on such terms and conditions as the court considers just;

may grant a period of extension, not exceeding six months, for completion of the additional units.

(7) Where the replacement plan and the architect's certificate mentioned in subsection (4) are submitted for registration before the caveat lapses, the registrar shall:

- (a) register the replacement plan;
- (b) cancel the original condominium plan;
- (c) cancel the certificate of title to any additional land brought into the condominium scheme;
- (d) cancel the certificates of title to the units described in the original plan and issue to the owners thereof certificates of title for the same units as described in the replacement plan subject to all interests affecting those units that are endorsed on the cancelled certificates of title; and
- (e) issue to the developer certificates of title to the additional units subject to the interests affecting those units that are endorsed on the certificates of title issued under the original plan;

and, except to the extent that any interest endorsed on a certificate of title pursuant to clause (d) or (e) relates to the particular unit, the owner of an original unit or the owner of an additional unit, as the case may be, is only liable in respect of any such interest in the proportion that his unit factor bears to the total of unit factors for the original units or the additional units, as the case may be.

(8) The corporation constituted on the registration of the original condominium plan shall continue in existence after the registration of the replacement plan.

(9) Upon registration of the replacement plan, the replacement plan shall be deemed to be the condominium plan and the name of the corporation shall be changed by striking out the number of the original condominium plan and substituting the number of the replacement plan.

(10) The developer:

- (a) shall be responsible for all expenses and liabilities and, without limiting the generality of the foregoing, shall be responsible for property taxes, local improvement charges and fire and public liability insurance incurred, on or in connection with the additional units and any land to be added to the common property, up to the date of registration of the replacement plan pursuant to subsection (7);
- (b) shall indemnify and save harmless the owners of the units described in the original condominium plan and the corporation for and from all costs, damages, claims and demands of any kind arising out of or resulting from the exercise of any of the rights reserved to the developer under the caveat filed under this section;
- (c) shall be responsible for the fees of the registrar for his services under subsection (7).

(11) Sections 159 and 161 of *The Land Titles Act* shall not apply to a caveat filed under this section.

Developer required to deliver bond

10(1) Every developer shall, before tiling a caveat against a condominium plan under subsection (2) of section 9, deliver to the Provincial Secretary a bond in the amount and form prescribed by the regulations and issued by an insurer licensed under *The Saskatchewan Insurance Act* to transact guarantee insurance.

(2) Notwithstanding that Her Majesty in right of Saskatchewan has not suffered any loss or damages, every bond delivered to the Provincial Secretary under subsection (1) shall be construed as being a penal bond and, where any such bond is forfeited pursuant to subsection (3), the amount due and owing as a debt to Her Majesty in right of Saskatchewan by the person bound thereby shall be determined as if Her Majesty suffered such loss or damages as would entitle Her Majesty to be indemnified to the maximum amount of liability prescribed by the bond.

(3) Every bond delivered under subsection (1) shall be forfeited upon the demand of the Provincial Secretary where:

(a) the replacement plan and architect's certificate mentioned in subsection (4) of section 9 are not registered within:

- (i) two years after the day on which the caveat is filed; or
- (ii) any period of extension allowed under subsection (6) of section 9;

and the caveat has lapsed pursuant to subsection (5) of section 9;

(b) final judgement in respect of a claim arising out of a condominium plan or a replacement plan has been entered against the developer; or

(c) the developer commits an act of bankruptcy, whether or not proceedings have been taken under the *Bankruptcy Act* (Canada).

(4) The Lieutenant Governor in Council may by order direct that any moneys recovered under a forfeited bond be paid over:

(a) to the local registrar of the Court of Queen's Bench in trust for such persons as may become judgment creditors of the developer in respect of a claim arising out of a condominium plan or a replacement plan;

(b) to any trustee, custodian, interim receiver, receiver or liquidator of the developer named in the bond; or

(c) to such persons as may be deemed to be entitled thereto in respect of the condominium plan or replacement plan of the developer;

in accordance with and upon any conditions set forth in the order.

(5) Any moneys not expended under the order of the Lieutenant Governor in Council under subsection (4) shall, after the payment of any expenditures incurred by the Provincial Secretary in connection with the forfeiture of the bond and the determination and settlement of valid claims, be refunded to the surety or obligor under the bond.

Redivision of units

11(1) Any owner may, with the approval of the local authority, redivide his unit by registering a condominium plan relating to the unit so redivided in the manner provided by this Act for the registration of condominium plans.

(2) Except as provided in this section, the provisions of this Act relating to condominium plans apply *mutatis mutandis* to such a redivision.

(3) Notwithstanding section 16, the owners of units in a condominium plan of redivision are not a corporation, but are, upon the date of registration of the plan of redivision, members of the corporation formed on registration of the original plan.

(4) On registration of a condominium plan of redivision, units comprised therein are subject to the burden and have the benefit of any easements affecting such of the units in the original plan as are included in the plan of redivision.

(5) The schedule endorsed on a plan of redivision, as required by clause (f) of subsection (1) of section 7, shall apportion among the units the unit factor or factors for such unit or units in the original plan as are included in the redivision.

(6) Before registering a condominium plan of redivision, the registrar shall amend the original registered plan in the manner prescribed by the regulations.

(7) Upon registration of a condominium plan of redivision, the land comprised therein shall be dealt with by reference to units in the redivision plan.

1968, c.14, s.9; R.S.S. 1978, c.C-26, s.11.

EASEMENTS**Easements in favour of owner**

12 After the registration of a condominium plan, there is implied in respect of each unit shown therein:

(a) in favour of the owner of the unit and as appurtenant thereto, an easement for the subjacent and lateral support thereof by the common property and by every other unit capable of affording support;

(b) in favour of the owner of the unit, and as appurtenant thereto, an easement for the shelter thereof by the common property and by every other unit capable of affording shelter; and

(c) in favour of the owner of the unit, and as appurtenant thereto, easements for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services, including telephone, radio and television services, through or by means of any pipes, wires, cables or ducts for the time being existing in the parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the unit.

1968, c.14, s.10; R.S.S. 1978, c.C-26, s.12.

Easements against the owner

13(1) After the registration of a condominium plan, there is implied in respect of each unit shown therein:

- (a) as against the owner of the unit, an easement, to which the unit is subject, for the subjacent and lateral support of the common property and of every other unit capable of enjoying support;
 - (b) as against the owner of the unit, an easement, to which the unit is subject, to provide shelter to the common property and to every other unit capable of enjoying shelter; and
 - (c) as against the owner of the unit, easements, to which the unit is subject, for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services, including telephone, radio and television services, through or by means of any pipes, wires, cables or ducts for the time being existing within the unit, as appurtenant to the common property and also to every other unit capable of enjoying those easements.
- (2) Where an easement is implied by this section, the owner of any utility service who is providing his service to the parcel, or to any unit therein, is entitled to the benefit of any of those easements that are appropriate to the proper provision of that service, but not to the exclusion of the owner of any other utility service.

1968, c.14, s.11; R.S.S. 1978, c.C-26, s.13.

No notice of restriction to user

14 Easements or restrictions implied or created by this Act or the bylaws take effect and are enforceable:

- (a) without any memorial or notification on that part of the register constituting titles to the dominant or servient tenements; and
- (b) without any express indication of those tenements.

1968, c.14, s.12; R.S.S. 1978, c.C-26, s.14.

Right to enter

15 All ancillary rights and obligations reasonably necessary to make easements effective apply in respect of easements implied by this Act, including the right of an owner of a dominant tenement to enter a servient tenement and replace, renew or restore any thing the dominant tenement is entitled to benefit from.

1968, c.14, s.13; R.S.S. 1978, c.C-26, s.15.

Composition and powers

16(1) Upon the registrar of a condominium plan, there is constituted a corporation under the name "The Owners: Condominium Plan No."

(number given to plan on registration)

(2) A corporation consists of all those persons:

- (a) who are owners of units in the parcel to which the condominium plan applies; or
- (b) who are entitled to the parcel where the condominium arrangement is terminated pursuant to section 32 or 33.

(3) Without limiting the powers given to a corporation under section 14 of *The Interpretation Act* a corporation may:

- (a) sue for and in respect of any damage or injury to the common property caused by any person, whether an owner or not; and
 - (b) be sued in respect of any matter connected with the parcel for which the owners are jointly liable.
- (4) *The Companies Act* does not apply to a corporation.

1968, c.14, s.14; R.S.S. 1978, c.C-26, s.16.

VOTING RIGHTS

By unit owners

17(1) The voting rights of an owner are determined by the unit factor for his unit.

(2) Where the interest of an owner is subject to a registered mortgage, a power of voting conferred on an owner by this Act or the bylaws:

- (a) if an unanimous resolution is required, may not be exercised by the owner, but is exercisable by the registered mortgagee first entitled in priority; and
- (b) in other cases, is exercisable by the mortgagee first entitled in priority, and may only be exercised by the owner if the mortgagee is not present personally or by proxy.

(3) Subsection (2) does not apply unless the mortgagee has given written notice of his mortgage to the corporation.

1968, c.14, s.15; R.S.S. 1978, c.C-26, s.17.

Powers of voting by owners under incapacity

18(1) Any powers of voting conferred by this Act or the bylaws may be exercised:

- (a) in the case of an owner who is an infant, by the guardian of his estate or, if no guardian has been appointed, by the Official Guardian; or
- (b) in the case of an owner who is for any reason unable to control his property, by the person who for the time being is authorized by law to control that property.

(2) Where the court, upon the application of a corporation or of any owner, is satisfied that there is no person capable, willing, or reasonably available to vote in respect of a unit, the court:

- (a) shall, in a case where a unanimous resolution is required by this Act; and
- (b) may, in its discretion, in any other case;

appoint the Official Guardian or some other fit and proper person for the purpose of exercising such of the powers of voting under this Act and the bylaws, as the court determines.

(3) On making an appointment under this section, the court may make such order as it considers necessary or expedient to give effect to the appointment.

1968, c.14, s.16; R.S.S. 1978, c.C-26, s.18.

BOARD OF A CORPORATION

Powers of board of managers

19(1) A corporation shall have a board of managers which shall be constituted as provided by the bylaws of the corporation.

(2) The powers and duties of a corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the board.

(3) All acts done in good faith by a board are, notwithstanding that it is afterwards discovered that there was some defect in the election or appointment or continuance in office of any member of the board, as valid as if the member had been properly elected or appointed or had properly continued in office.

1968, c.14, s.17; R.S.S. 1978, c.C-26, s.19.

BYLAWS

Bylaws by corporation

20(1) A building shall be regulated by bylaws made by the corporation which shall provide for the control, management, administration, use and enjoyment of the units and of the common property.

(2) Until bylaws are made in that behalf, the bylaws set forth in Schedule A and Schedule B are, on and after the registration of a condominium plan, in force for all purposes in relation to the parcel and the units and common property therein.

(3) The bylaws set forth in Schedule A shall not be added to, amended or repealed except by unanimous resolution.

(4) An addition to or amendment or repeal of any bylaw set forth in Schedule A has no effect:

(a) until the corporation lodges a copy of the amendment or repeal with the registrar; and

(b) until the registrar has made reference thereto on the registered plan.

(5) No bylaw or addition to or amendment or repeal of any bylaw shall prohibit or restrict the devolution of units or any transfer, lease, mortgage or other dealing therewith or destroy or modify any easement implied or created by this Act.

(6) The bylaws bind the corporation and the owners to the same extent as if the bylaws had been signed and sealed by the corporation and by each owner and contained covenants on the part of each owner with every other owner and with the corporation to observe, perform and be bound by all the provisions of the bylaws.

(7) A corporation shall, on the application of an owner or any person authorized in writing by him, make its bylaws available to the owner or any such person for inspection.

1968, c.14, s.18; R.S.S. 1978, c.C-26, s.20.

POWERS AND DUTIES OF CORPORATION

Enforcement of bylaws

21(1) A corporation is responsible for the enforcement of its bylaws and the control, management and administration of the common property.

(2) A corporation shall be regulated in accordance with the bylaws thereof.

(3) Without restricting the generality of subsection (1), the duties of a corporation include the following duties:

- (a) to keep in a state of good and serviceable repair and properly maintain the common property;
- (b) to comply with notices or orders by any local authority or public authority requiring repairs to or work to be done in respect of the parcel; and
- (c) to comply with any reasonable request for the names and addresses of the persons who are members of the board.

1968, c.14, s.19; R.S.S. 1978, c.C-26, s.21.

Additional powers of corporation

22(1) In addition to its other powers under this Act, a corporation has the following powers:

- (a) to establish a fund for administrative expenses sufficient, in the opinion of the corporation, for the control, management and administration of the common property, for the payment of any premiums of insurance and for the discharge of any other obligation of the corporation;
 - (b) to determine from time to time the amounts to be raised for the purposes mentioned in clause (a);
 - (c) to raise amounts so determined by levying contributions on the owners in proportion to the unit factors for their respective units; and
 - (d) to recover from any owner by an action for debt any sum of money expended by the corporation for repairs to or work done by it or at its direction in complying with any notice or order by a local authority or public authority in respect of that portion of the building comprising the unit of that owner.
- (2) Subject to clause (b) of subsection (1), any contribution levied as provided in that subsection is due and payable on the passing of a resolution by the corporation to that effect and in accordance with the terms of the resolution, and may be recovered by an action for debt by the corporation:
- (a) from the proper owner at the time when the resolution was passed; and
 - (b) from the proper owner at the time when the action was instituted.
- (3) A corporation shall, on the application of an owner or any person authorized in writing by him, make a statement certifying:
- (a) the amount of any contribution determined as the contribution of the owner;
 - (b) the manner in which the contribution is payable; and
 - (c) the extent to which the contribution has been paid by the owner;
- and the certified statement is conclusive proof of the matters certified therein.

1968, c.14, s.20; R.S.S. 1978, c.C-26, s.22.

INSURANCE

Duty to insure for fire

23(1) Every corporation shall:

- (a) insure and keep insured the building to the replacement value thereof against fire and such other risks as may be prescribed by the regulations, unless otherwise resolved by unanimous resolution;
 - (b) insure against such other risks as may be determined by a unanimous resolution;
 - (c) subject to sections 32 and 33, apply insurance moneys received by it in respect of damage to the building forthwith in rebuilding and reinstating the building so far as that may lawfully be effected; and
 - (d) pay premiums on any policies of insurance effected by it.
- (2) For the purpose of effecting any insurance under clause (a) of subsection (1), a corporation has an insurable interest to the replacement value of the building and for the purpose of effecting any other insurance under subsection (1) has an insurable interest in the subject matter of that insurance.
- (3) A policy of insurance authorized by this section and taken out by a corporation in respect of the building is not liable to be brought into contribution with any other policy of insurance except another policy authorized by this section in respect of the same building.

1968, c.14, s.21; R.S.S. 1978, c.C-26, s.23.

Insurance by owner

24(1) Where a building is insured to its replacement value the owner of a unit may effect a policy of insurance in respect of any damage to his unit in a sum equal to the amount secured, at the date of any loss referred to in the policy, by mortgage upon his unit.

(2) Where a policy of insurance authorized by this section is in force:

- (a) payment shall be made by the insurer under the policy to the mortgagees whose interests are noted thereon in order of their priorities, subject to the terms and conditions of the policy;
- (b) subject to the terms and conditions of the policy, the insurer is liable to pay thereunder:
 - (i) the value stated in the policy;
 - (ii) the amount of the loss; or
 - (iii) an amount sufficient, at the date of the loss, to discharge mortgages charged upon the unit;

whichever is the least amount;

- (c) if the amount so paid by the insurer equals the amount necessary to discharge a mortgage charged upon the unit, the insurer is entitled to an assignment of that mortgage; and
- (d) if the amount so paid by the insurer is less than the amount necessary to discharge a mortgage charged upon the unit, the insurer is entitled to an assignment of a partial interest in the mortgage to secure the amount so paid.

1968, c.14, s.22; R.S.S. 1978, c.C-26, s.24.

Where building not insured

25(1) Where a building is uninsured or has been insured to less than its replacement value, an owner may:

- (a) effect a policy of insurance in respect of any damage to his unit in a sum equal to the replacement value of his unit less a sum representing the amount to which his unit is insured under any policy of insurance effected on the building; or
 - (b) notwithstanding any existing policies, effect a policy of insurance in respect of damage to his unit in a sum equal to the amount secured, at the date of any loss referred to in the last mentioned policy, by mortgages upon his unit, and subsection (2) of section 24 applies in respect of any payment pursuant to that last mentioned policy.
- (2) For the purposes of subsection (1), the amount for which a unit is insured under a policy of insurance effected in respect of the building shall be determined by multiplying the value stated in the policy by the unit factor for the unit and dividing the product so obtained by the sum of the unit factors for all units.

1968, c.14, s.23; R.S.S. 1978, c.C-26, s.25.

No contributions in certain cases

26(1) A policy of insurance authorized by section 24 or 25 and taken out by an owner in respect of damage to his unit is not liable to be brought into contribution with any other policy of insurance except another policy authorized by those sections and taken out in respect of damage to the same unit.

- (2) Nothing in Section 24 or 25 limits the right of an owner to insure against risks other than damage to his unit.
- (3) Sections 24 and 25 apply notwithstanding *The Saskatchewan Insurance Act* or any other law relating to insurance.

1968, c.14, s.24; R.S.S. 1978, c.C-26, s.26.

DISPOSITIONS OF COMMON PROPERTY

Transfer or lease of common property allowed

27(1) By a unanimous resolution a corporation may be directed to transfer or lease the common property, or any part thereof.

(2) Where the board is satisfied that the resolution was properly passed and that all persons having registered interests in the parcel and all other persons having interests, other than statutory interests, which have been notified to the corporation:

- (a) have, in the case either of a transfer or a lease, consented in writing to the release of those interests in respect of the land comprised in the proposed transfer; or
- (b) have, in the case of a lease, approved in writing of the execution of the proposed lease;

the corporation shall execute the appropriate transfer or lease.

(3) A transfer or lease executed in accordance with subsection (2) is valid and effective without execution by any person having an interest in the common property and the receipt of the corporation for the purchase money, rent, premiums or other moneys payable to the corporation under the terms of the transfer or lease is a sufficient discharge of and exonerates the persons taking under the transfer or the lease from any responsibility for the application of the moneys expressed to have been so received.

(4) The registrar shall not register a transfer or lease authorized under this section unless it has endorsed thereon or is accompanied by a certificate under the seal of the corporation stating:

- (a) that the resolution mentioned in subsection (1) was properly passed;
- (b) that the transfer or lease conforms with the terms thereof; and
- (c) that all necessary consents were obtained.

(5) The certificate referred to in subsection (4) is:

- (a) in favour of a purchaser or lessee as the case may be of the common property, or part thereof; and
- (b) in favour of the registrar;

conclusive proof of the facts stated therein.

(6) Upon the filing for registration of a transfer of common property, the registrar shall:

- (a) before issuing a certificate of title, amend the registered condominium plan by deleting therefrom the common property comprised in the transfer; and
- (b) register the transfer by issuing to the transferee a certificate of title for the land transferred, but no notification of the transfer shall be made on any other certificate of title in the register.

(7) Upon the filing for registration of a lease of common property, the registrar shall register the lease by noting it on the registered condominium plan in the manner prescribed by the regulations.

1968, c.14, s.25; R.S.S. 1978, c.C-26, s.27.

Easements and restrictions accepted

28 By unanimous resolution a corporation may be directed to accept on behalf of the owners a grant of easement or a restrictive covenant benefitting the parcel.

1968, c.14, s.26; R.S.S. 1978, c.C-26, s.28.

Easements and restrictions granted

29(1) By a unanimous resolution a corporation may be directed to execute on behalf of the owners a grant of easement or a restrictive covenant burdening the parcel.

(2) When the board is satisfied that the resolution was properly passed and that:

- (a) all persons having interests in the parcel; and
- (b) all other persons having interests, other than statutory interests, that have been notified to the corporation;

have consented in writing to the release of those interests in respect of the land comprised in the proposed disposition, the corporation shall execute the appropriate instrument to grant the easement or covenant.

(3) An instrument granting an easement or covenant executed in accordance with subsection (2) is valid and effective without execution by any person having an interest in the parcel, and the receipt of the corporation is a sufficient discharge of and exonerates all persons taking under the instrument from any responsibility for the application of the moneys expressed to have been so received.

(4) The registrar shall not register an instrument granting an easement or covenant authorized under this section unless it has endorsed thereon or is accompanied by a certificate under the seal of the corporation stating that the resolution mentioned in subsection (1) was properly passed and that all necessary consents were given.

(5) The certificate referred to in subsection (4) is:

- (a) in favour of a person dealing with the corporation under this section; and
- (b) in favour of the registrar;

conclusive proof of the facts stated therein.

(6) The registrar shall register the instrument granting the easement or covenant by noting it on the registered condominium plan in the manner prescribed by the regulations.

1968, c.14, s.27; R.S.S. 1978, c.C-26, s.29.

Appointment of administrator on application

30(1) A corporation or any person having an interest in a unit may apply to the court for the appointment of an administrator.

(2) The court may in its discretion appoint an administrator for an indefinite period or for a fixed period on such terms and conditions as to remuneration or otherwise as it thinks fit.

(3) The remuneration and expenses of an administrator appointed under this section are administrative expenses within the meaning of this Act.

(4) An administrator has, to the exclusion of the board and the corporation, the powers and duties of the corporation or such of those powers and duties as the court orders.

(5) An administrator may delegate any of the powers so vested in him.

(6) The court may, in its discretion on the application of an administrator or any person referred to in subsection (1), remove or replace the administrator.

1968, c.14, s.28; R.S.S. 1978, c.C-26, s.30.

DAMAGE TO BUILDING

Scheme for settlement made to court by owner or mortgagee

31(1) Where a building is damaged but the condominium status is not terminated pursuant to section 32 or 33, an application to settle a scheme may be made to the court by the corporation or by an owner or by a registered mortgagee of a unit.

(2) On an application under this section the court may, by order, settle a scheme including provisions:

- (a) for the reinstatement in whole or in part of the building; or
- (b) for transfer of the interests of owners of units that have been wholly or partially destroyed to the other owners in proportion to their unit factors.

(3) In the exercise of its powers under subsection (2), the court may make such orders as it considers necessary or expedient for giving effect to the scheme, including orders:

- (a) directing the application of insurance moneys received by the corporation in respect of damage to the building;
- (b) directing payment of money by the corporation or by owners or by one or more of them;
- (c) directing such amendment of the condominium plan as the court thinks fit, so as to include in the common property any accretion thereto; and
- (d) imposing such terms and conditions as it thinks fit.

(4) On an application to the court under this section an insurer who has effected insurance on the building or any part thereof, being insurance against destruction of units or damage to the building, has the right to appear in person or by agent or counsel.

1968, c.14, s.29; R.S.S. 1978, c.C-26, s.31.

TERMINATION OF CONDOMINIUM

Unanimous resolution

32 The condominium status of a building may be terminated by a unanimous resolution.

1968, c.14, s.30; R.S.S. 1978, c.C-26, s.32.

Application to court by owner or mortgagee

33(1) An application to terminate the condominium status of a building may be made to the court by the corporation or by an owner or by a registered mortgagee of a unit.

(2) On an application under this section, if the court is satisfied that, having regard to the rights and interests of the owners as a whole, it is just and equitable that the condominium status of the building should be terminated, the court may make a declaration to that effect.

(3) Where a declaration has been made pursuant to subsection (2), the court may, by order, impose such conditions and give such directions, including directions for the payment of money, as it thinks fit for the purpose of adjusting the effect of the declaration as between the corporation and the owners and as amongst the owners themselves.

(4) On any application to the court under this section any insurer who has effected insurance on the building or any part thereof, being insurance against destruction of units or damage to the building, has the right to appear in person or by agent or counsel.

1968, c.14, s.31; R.S.S. 1978, c.C-26, s.33.

Notice to registrar

34(1) Upon the condominium status of the building being terminated under section 32 or 33, the corporation shall forthwith lodge with the registrar a notice of the termination in the form prescribed.

(2) Upon receipt of the notice referred to in subsection (1), the registrar shall make a notification thereof on the registered condominium plan in the manner prescribed by the regulations and upon the notification being made, the owners of the units in the plan are entitled to the parcel as tenants in common in shares proportional to the unit factors of their respective units.

1968, c.14, s.32; R.S.S. 1978, c.C-26, s.34.

Transfers of parts of property

35(1) Where the condominium status of a building is being terminated the corporation may be directed, by a unanimous resolution, to transfer the parcel, or any part thereof.

(2) Where the board is satisfied that the resolution was properly passed, and that:

- (a) all persons having registered interests in the parcel; and
- (b) all other persons having interests, other than statutory interests, that have been notified to the corporation;

have consented in writing to the release of those interests in respect of the land comprised in the proposed disposition, the corporation shall execute the appropriate transfer.

(3) A transfer executed pursuant to subsection (2) is valid and effective without execution by any person having an interest in the parcel, and the receipt of the corporation is sufficient discharge of and exonerates the person taking under the transfer from any responsibility for the application of the moneys expressed to have been so received.

(4) The registrar shall not register a transfer executed pursuant to this section:

- (a) unless the transfer has endorsed thereon or is accompanied by a certificate under the seal of the corporation stating that the resolution was properly passed and that all necessary consents were obtained; and
- (b) until the notification required by section 32 has been made on the registered condominium plan.

(5) A certificate made pursuant to subsection (4) is:

- (a) in favour of a purchaser of the parcel; and
- (b) in favour of the registrar;

conclusive proof of the facts stated therein.

(6) Where land is transferred by a corporation pursuant to this section, the registrar shall:

- (a) cancel the certificates of title relating to the units; and
- (b) register the transfer by issue to the transferee of a certificate of title for the land transferred;

whether or not he is in possession of the duplicate certificates of title for the units.

1968, c.14, s.33; R.S.S. 1978, c.C-26, s.35.

DISSOLUTION OF CORPORATION

Court may order winding up

36(1) The court on the application of a corporation or any member thereof or an administrator appointed under section 30 may, by order, provide for the winding up of the affairs of a corporation.

(2) By the same or subsequent order the court may declare the corporation dissolved as on and from a date specified in the order.

1968, c.14, s.34; R.S.S. 1978, c.C-26, s.36.

ASSESSMENT AND TAXATION

Interpretation

37 In sections 37 to 41:

“assessing Act”

- (a) **“assessing Act”** means any Act pursuant to which an assessing authority is empowered to assess and levy rates, charges or taxes on land or in respect of the ownership of land, and includes any bylaws or regulations made under the authority of any such Act;

“assessing authority”

- (b) **“assessing authority”** means any local authority or any school board or other authority having power to assess and levy any rates, charges or taxes on land or in respect of the ownership of land.

1968, c.14, s.35; R.S.S. 1978, c.C-26, s.37.

Copies of plan to assessing authority

38(1) A corporation shall, within twenty-eight days after the registration of a condominium plan or any amendment thereof, furnish to the assessing authority two copies of the registered condominium plan or any amendment thereof, including all endorsements thereon, certified as prescribed by the regulations.

(2) For all purposes in relation to the making, levying, imposition, assessment or recovery of rates, charges or taxes in relation to the parcel or any part thereof:

(a) the particulars shown on the certified copy of the plan or any amendment thereof furnished pursuant to subsection (1) are conclusive proof of those particulars; and

(b) the production by an assessing authority of a plan that purports to be a certified copy of a condominium plan or any amendment thereof furnished pursuant to subsection (1) is *prima facie* proof that it is the certified copy so furnished.

1968, c.14, s.36; R.S.S. 1978, c.C-26, s.38.

Parcel owned by corporation for assessment purposes

39(1) Where an assessing authority causes a parcel to be assessed pursuant to an assessing Act:

(a) notwithstanding the assessing Act or any other Act, the parcel shall be assessed as a single parcel and as if it was owned by a single owner; and

(b) for the purposes of that assessment and all other purposes incidental thereto, including objection to an assessment, but not otherwise, the parcel and all improvements thereon shall be deemed to be owned by the corporation and by no other person;

and the assessing authority is not required to make separate assessments of any part of a parcel otherwise than if the parcel was owned by a single owner.

(2) During the period from the registration of a condominium plan and until an assessment of the parcel showing the corporation as owner becomes effective for taxing purposes the assessment then in force shall, for the purposes of section 40, be deemed to be an assessment of the parcel made by the assessing authority showing the corporation as owner.

(3) The corporation shall make available for the inspection of the owners the assessment notice received by it and shall, on the request of any owner, convene a meeting of the corporation for the purpose of deciding if the assessment should be appealed.

1968, c.14, s.37; R.S.S. 1978, c.C-26, s.39.

Where corporation is owner

40 Where an assessing authority uses an assessment of a parcel showing a corporation as owner, the following provisions apply:

- (a) the assessed value of the parcel shown in the assessment shall be apportioned by the assessing authority between the units comprised in the parcel in proportion to the unit factors for the respective units as shown on the registered condominium plan or any amendment thereof;
- (b) the corporation is not liable in relation to the parcel for any rate, charge or tax levied by the assessing authority;
- (c) the owner of each unit comprised in the parcel is deemed to be the owner in fee simple in possession of the unit as if it was a separate parcel of land and improvements having an assessed value equal to that apportioned to it under clause (a) and is, subject to any exemptions or concessions that may be applicable, liable accordingly for any rate, charge or tax levied by the assessing authority on the owners of land and improvements.

1968, c.14, s.38; R.S.S. 1978, c.C-26, s.40.

Rules apply to unit owners

41 Except as varied by sections 38 to 40, the provisions of any other Act authorizing or affecting:

- (a) the imposition of rates, charges or taxes by an assessing authority in respect of land or improvements for municipal, school or hospital purposes;
- (b) the collection and recovery of rates, charges or taxes by an assessing authority by proceedings against an assessed owner and his property; and
- (c) all proceedings under *The Tax Enforcement Act*, including the registration and enforcement of liens and the obtaining of title to units for nonpayment of arrears of taxes;

apply *mutatis mutandis* in respect of the owner of a unit as if his unit and share in the common property were land and improvements or a parcel within the meaning of those Acts and any reference in those Acts to an owner or a joint owner includes the owner of a unit and any reference in those Acts to “land”, “lot” or “parcel” shall also be deemed to be a reference to the term “unit” as used in this Act.

1968, c.14, s.39; R.S.S. 1978, c.C-26, s.41.

MISCELLANEOUS**Right to enter to carry out statutory powers**

42 Where a local authority or public authority or person authorized by either of them has a statutory right to enter upon any part of a parcel, the authority or person is entitled to enter upon any other part of the parcel to the extent necessary or expedient to enable it or him to exercise its or his statutory powers.

1968, c.14, s.40; R.S.S. 1978, c.C-26, s.42.

c. C-26**CONDOMINIUM PROPERTY****Mail box and service on corporation**

43(1) A corporation shall at or near the front building alignment of the parcel cause to be continually available a receptacle suitable for purposes of a postal delivery, with the name of the corporation clearly set out thereon.

(2) A document may be served on the corporation or the board thereof:

(a) by post enclosed in a prepaid letter addressed to the corporation or the board, as the case may be, at the address shown on the condominium plan concerned, or any amendment thereof; or

(b) by placing the document in the receptacle mentioned in subsection (1).

(3) For the purposes of this section “document” includes summons, notice, tax notice, order and other legal process.

1968, c.14, s.41; R.S.S. 1978, c.C-26, s.43.

Homestead

44 For the purposes of *The Homesteads Act*, one unit, together with the owner’s share in the common property, constitutes a homestead.

1968, c.14, s.42; R.S.S. 1978, c.C-26, s.44.

Same

45 For the purposes of paragraph 10 of section 2 of *The Exemptions Act* a unit together with the owner’s share in the common property shall be deemed to be a homestead.

1968, c.14, s.43; R.S.S. 1978, c.C-26, s.45.

Execution registered

46 Where a judgment is obtained against a corporation a writ of execution in respect thereof may be registered against the condominium plan.

1968, c.14, s.44; R.S.S. 1978, c.C-26, s.46.

Liens

47 For the purposes of *The Conditional Sales Act*:

(a) where on the request of the owner of a unit possession of goods has been delivered to the owner and the goods have been affixed to the building or parcel, any rights of the seller that arise under that Act in consequence thereof are upon the estate of the owner in that unit and his share in the common property and any notice under subsection (4) of section 19 of that Act shall be filed against the title to that unit;

(b) where on the request of a corporation goods have been delivered to the common property or any unit or both and goods have been affixed thereto intended for the benefit of the common property generally, any rights of the seller that arise under that Act in consequence thereof are upon the estates of all the owners in all the units and the common property;

(c) where on the request of a corporation goods have been delivered to any unit and have been affixed thereto intended for the benefit of that unit, any rights of the seller that arise under that Act in consequence thereof are upon the estate of the owner in that unit and his share in the common property;

(d) where a notice under subsection (4) of section 19 of that Act is filed with respect to any goods referred to in clause (b) or (c) the notice shall be filed against the condominium plan and not against the title to any unit.

1968, c.14, s.45; 1973-74, c.14, s.1; R.S.S. 1978, c.C-26, s.47.

Liability for default

48 Where default is made in complying with:

(a) any requirement of subsection (4) of section 20, subsection (1) of section 34, subsection (1) of section 38 or subsection (1) of section 43; or

(b) any duty to a municipality imposed on a corporation by this Act;

the corporation as well as each member of the board who is knowingly a party to the default is guilty of an offence and is liable on summary conviction to a fine of not more than \$500.

1968, c.14, s.46; R.S.S. 1978, c.C-26, s.48.

Lieutenant Governor in Council to make regulations

49 For the purpose of carrying out the provisions of this Act according to their intent, the Lieutenant Governor in Council may make such regulations as are ancillary thereto and are not inconsistent therewith; and every regulation made under and in accordance with the authority granted by this section has the force of law; and, without restricting the generality of the foregoing, the Lieutenant Governor in Council may make such regulations, not inconsistent with any other provision of this Act, respecting:

(a) forms to be used for the purposes of this Act, including the form of certificates of title to units;

(b) the manner of registering a condominium plan;

(c) the fees to be paid under this Act or the regulations;

(d) the form and terms and conditions of any bond to be delivered under this Act and the amount thereof or the manner of determining the amount thereof;

(e) all matters that by this Act are required or permitted to be prescribed or that are necessary or convenient to be prescribed for carrying out or giving effect to this Act.

1968, c.14, s.47; 1976-77, c.13, s.5; R.S.S. 1978, c.C-26, s.49.

SCHEDULE A

(Section 20)

1. An owner shall:

- (a) permit the corporation and its agents, at all reasonable times on notice, except in case of emergency when no notice is required, to enter his unit for the purpose of inspecting the unit and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit of common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the bylaws are being observed;
- (b) forthwith carry out all work that may be ordered by any municipality or public authority in respect of his unit, other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;
- (c) repair and maintain his unit, and keep it in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
- (d) use and enjoy the common property in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other owners or their families or visitors;
- (e) not use his unit or permit it to be used in any manner or for any purpose that will cause a nuisance or hazard to any occupier of a unit, whether an owner or not, or the family of such an occupier; and
- (f) notify the corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his unit.

2. The corporation shall:

- (a) control, manage and administer the common property for the benefit of all owners;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including elevators, if any, used in connection with the common property;
- (c) where practicable establish and maintain suitable lawns and gardens on the common property;
- (d) maintain and repair, including renewal where reasonably necessary, pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or common property; and
- (e) on the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or a person authorized in writing by the owner or mortgagee, the policy or policies of insurance effected by the corporation, and the receipt or receipts for the last premium or premiums in respect thereof.

3. The corporation may:
 - (a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property;
 - (b) borrow moneys required by it in the performance of its duties or the exercise of its powers;
 - (c) secure the repayment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
 - (d) invest as it may determine any moneys in the fund for administrative expenses;
 - (e) make an agreement with any owner or occupier of a unit for the provision of amenities or services by it to the unit or to the owner or occupier thereof;
 - (f) grant to an owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, but any such grant shall be determinable on reasonable notice unless the corporation by unanimous resolution otherwise resolves; and
 - (g) do all things reasonably necessary for the enforcement of the bylaws and the control, management and administration of the common property.
4. The board shall consist of not less than three or more than seven owners and shall be elected at each annual general meeting, but where there are not more than three owners, the board shall consist of all owners.
5. Except where the board consists of all the owners, the corporation may by resolution at an extraordinary general meeting remove any member of the board before the expiration of his term of office and appoint another owner in his place to hold office until the next annual general meeting.
6. Any casual vacancy on the board may be filled by the remaining members of the board.
7. Except where there is only one owner, a quorum of the board is two where the board consists of four or less members, three where it consists of five or six members, and four where it consists of seven members.
8. At the commencement of each meeting the board shall elect a chairman for the meeting, who shall have a casting as well as an original vote, and if any chairman so elected vacates the chair during the course of a meeting the board shall choose in his stead another chairman who has the same rights of voting.
9. At meetings of the board all matters shall be determined by a simple majority vote.

10. The board may:
 - (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives to the other members not less than seven days' notice of a meeting proposed by him, specifying the reason for calling the meeting;
 - (b) employ for and on behalf of the corporation such agents and servants as it thinks fit in connection with the control, management and administration of the common property, and the exercise and performance of the powers and duties of the corporation; and
 - (c) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation.
11. The board shall:
 - (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which such receipt and expenditure take place;
 - (d) prepare proper accounts relating to all moneys of the corporation, and the income and all expenditure thereof, for each annual general meeting; and
 - (e) on application of an owner or mortgagee or any person authorized in writing by him, make the books of account available for inspection at all reasonable times.
12. A general meeting of owners shall be held within three months after registration of the condominium plan.
13. Subsequent general meetings shall be held at least once in each year and not more than fifteen months shall elapse between the date of one annual general meeting and that of the next ensuing annual general meeting.
14. All general meetings other than the annual general meeting shall be called extraordinary general meetings.
15. The board may, whenever it thinks fit, and shall upon a requisition in writing made by the owners representing twenty-five per cent of the total unit factors for the units, convene an extraordinary general meeting.
16. Seven days' notice of every general meeting specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, shall be given to all owners and registered first mortgagees who have notified their interests to the corporation but accidental omission to give that notice to any owner or to any registered first mortgagee or non-receipt of that notice by any owner or any first mortgagee does not invalidate any proceedings at any such meeting.
17. All business shall be deemed special that is transacted at an annual general meeting or at an extraordinary general meeting, with the exception of the consideration of accounts and election of members to the board.

18. Except as otherwise provided in these bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business, and one-half of the persons entitled to vote present in person or by proxy constitutes a quorum.

19. If within one-half hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting the persons entitled to vote who are present constitute a quorum.

20. At the commencement of a general meeting a chairman of the meeting shall be elected.

21. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by an owner present in person or by proxy, and unless a poll is so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution; but a demand for a poll may be withdrawn.

22. A poll, if demanded, shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

23. In the case of 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.

24. On a show of hands each owner shall have one vote; on a poll the votes of owners shall correspond with the unit factors for their respective units.

25. On a show of hands or in a poll votes may be given either personally or by proxy.

26. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting, but a proxy need not be an owner.

27. Except in cases whereby *The Condominium Property Act*, a unanimous resolution is required, no owner is entitled to vote at any general meeting until he has paid all contributions payable by him in respect of his unit.

28. Co-owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are entitled to vote on a show of hands, except when the unanimous resolution of owners is required by *The Condominium Property Act*, but any one co-owner may demand a poll, and on any poll each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to his interest in the unit, and the joint proxy, if any, on a poll has a vote proportionate to the interest in the unit of such of the joint owners as do not vote personally or by individual proxy.

29. Where owners are entitled to successive interests in a unit, the owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll, and this bylaw is applicable whether by *The Condominium Property Act*, the unanimous resolution of owners is required or not.

30. Where an owner is a trustee he shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

31. The corporation shall have a common seal which shall at no time be used except by authority of the board previously given and in the presence of the members of the board or at least two members thereof who shall sign every instrument to which the seal is affixed, but where there is only one member of the corporation his signature is sufficient for the purpose of this clause.

32(1) The bylaws in Schedule B of *The Condominium Property Act*, may be added to, amended or repealed by special resolution of the corporation and not otherwise.

(2) A special resolution means a resolution passed at a general meeting of which at least fourteen days' notice specifying the proposed special resolution has been given by owners representing a majority of not less than three-fourths of the total unit factors for all the lots, and not less than three-fourths of all the owners.

SCHEDULE B

(Section 20)

1. An owner shall not:

- (a) use his unit for any purpose that may be illegal or contrary to the regulations of the building;
- (b) make undue noise in or about any unit or common property; or
- (c) keep any animals in his unit or the common property after he has received notice in that behalf from the board.

2. Where the purpose for which a unit is intended to be used is shown expressly or by necessary implication or by the registered condominium plan, an owner shall not use or permit his unit to be used for any other purpose.