

CONDOMINIUM CORPORATION NO. 0714655
(KNOWN AS PASSMONT)

BY-LAWS

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CONDOMINIUM CORPORATION NO. 0714655
(KNOWN AS PASSMONT)

BY-LAWS OF BARE LAND CONDOMINIUM CORPORATION

1. APPLICATION, DEFINITIONS AND INTERPRETATION

These By-laws have been passed by Condominium Corporation No. 0714655 for the purpose of repealing, replacing and substituting the By-laws set out in Appendix 1 of the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto. In these By-laws unless the context or subject matter requires a different meaning:

- (a) **"Act"** means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution or replacement therefore;
- (b) **"Board"** means the Board of Directors of the Corporation;
- (c) **"Board Member"** means a duly elected member of the Board;
- (d) **"Buildings"** means collectively all of the Dwelling Houses shown within the Condominium Plan and any other structure constructed on the Common Property;
- (e) **"By-laws"** means the By-laws of the Corporation, as amended from time to time;
- (f) **"Capital Replacement Reserve Fund"** means the fund established by the Board to be used for the repair or replacement of the Common Property and any real and personal property owned by the Corporation, or any real and personal property required to be maintained by the Corporation;
- (g) **"Capital Replacement Reserve Fund Plan"** means the plan adopted by the Board to establish a Capital Replacement Reserve Fund to provide sufficient funds which can realistically be expected to cover the cost of major repairs, maintenance, or replacement of the Common Property and the Managed Property or any of the components thereof, or any real and personal property required to be maintained by the Corporation;
- (h) **"Capital Replacement Reserve Fund Study"** means the study to be undertaken by the Board which shall serve as the basis for a report determining the life expectancy or reasonable working life in respect of all aspects of the Common Property or the components thereof, or any real and personal property required to be maintained by the Corporation;
- (i) **"Common Expenses"** mean the cost of performance of the objects and duties of the Corporation and expenses specified as Common Expenses in these By-laws;
- (j) **"Common Property"** means:
 - (i) so much of the Parcel as is not comprised in or does not form part of any of the Units shown on the Condominium Plan, and includes any part of the Buildings or Units as may be designated by the Corporation as Common Property for the purposes of maintaining or replacing the same to meet standards determined by the Corporation from time to time;

- (ii) the personal property and equipment owned by the Corporation; and
- (iii) the Managed Property, or the components thereof, and any real or personal property required to be maintained by the Corporation;

Without limiting the generality of the foregoing, the roof, exterior finish including soffit and fascia, windows, sashes and exterior trim, visitor stalls (if any), the utility rooms, the entrance features, all roadways, curbs, sidewalks, common entrances, exterior doors, lighting, fencing, and landscaping located on the Common Property shall be deemed to be included in the definition of Common Property;

- (k) **“Condominium Fees”** means the monthly fees charged by the Corporation to an Owner on account of Common Expenses or other charges payable by the Owner pursuant to these By-laws, and includes Special Assessments or other levies payable by the Owner in respect of extraordinary expenses of a non-recurring nature necessary to pay for any repair, replacement or renewal of Common Property or Managed Property not anticipated or budgeted for in calculation of the monthly Condominium Fees;
- (l) **“Condominium Plan”** means the bare land condominium plan registered in the Land Titles Office for the South Alberta Land Registration District under the Act as Condominium Plan No. 0714655 and any subsequent Redivision Plans;
- (m) **“Corporation”** means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is “Condominium Corporation No. 0714655.
- (n) **“Developer”** means Mumeco Properties Ltd. or any successor or assign thereof;
- (o) **“Dwelling House”** means the dwelling or residence constructed on a Unit and includes the garage located on the Unit attached to the residence;
- (p) **“Insurance Trustee”** means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time by Ordinary Resolution of the Board, whose duties shall include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these By-laws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- (q) **“Insured”** shall be deemed to include the Corporation, the Board, the Manager, and Owners and their families, Tenants, guests or invitees, as appropriate, to allow coverage for any losses incurred which are covered by any policy of insurance taken or maintained by the Corporation, or by any other party on behalf of the Corporation or upon which the Corporation may rely in order to permit recovery of an insured loss;
- (r) **“Insured Hazard”** means fire, flood, tempest, storm, act of God or other hazard required hereunder to be insured against by the Corporation;
- (s) **“Interest Rate”** means that rate of interest per annum established by the Board from time to time, which may be or shall become payable hereunder by an Owner in respect of monies owing by such Owner to the Corporation, and shall in no case be less than the commercial prime rate in the Municipality of Crowsnest Pass of the bank with which the Corporation conducts its banking business plus five (5%) percent, accruing from the earliest date on which any portion of the said monies becomes due and payable by an Owner;

- (t) **"Managed Property"** means all those parts of the Units or Dwelling Houses, owned by the Owners but which, pursuant to the By-laws or by contract, the Corporation is required to administer, control, manage, maintain, repair and replace in such manner as though it were Common Property, or otherwise as agreed, for the common benefit of and at the common expense of all Owners, and includes the roof, common walls, windows, all exterior elements and utilities.
- (u) **"Manager"** means a person, firm or corporation appointed as Manager or contractually appointed by the Board;
- (v) **"Mortgagee"** means the holder of a mortgage registered against the title to one or more Units;
- (w) **"Owner"** means a person who is registered as the owner of the fee simple estate in a Unit and where the context so requires the term "Owner" shall be deemed to include a Tenant or Occupier;
- (x) **"Parcel"** means of all Units and all Common Property and all land comprised in the Condominium Plan;
- (y) **"Parking Space"** means any unit or space designated by the Corporation as such, and **"Parking Space Owner"** means the Owner of a Parking Space;
- (z) **"Person"** includes a corporation or other legal entity, and the heirs, executors, administrators or other legal representatives of an individual, or a corporation and its successors;
- (aa) **"Privacy Area(s)"** means the balcony or patio areas immediately adjacent to and affixed to a Unit to which such Unit Owner has sole access notwithstanding that such area may form part of a Unit, the Common Property, or the Managed Property;
- (bb) **"Project"** means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;
- (cc) **"Redivision Plans"** means the Condominium Plans registered or to be registered by the Developer pursuant to the Act to effect a redivision of the Bare Land Units which were created by registration of the Original Plan;
- (dd) **"Resolutions"**:
 - "Ordinary Resolution"* means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 51% of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these By-laws; or
 - (ii) in writing signed by not less than 51% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 50% of the Unit Factors for all of the Units;

"Special Resolution" means:

- (iii) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these By-laws and representing not less than 75% of the Unit Factors for all the Units; or
- (iv) a written resolution signed by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws and representing not less than 75% of the total Unit Factors for all the Units;

"Unanimous Resolution" means a resolution:

- (v) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the power of voting conferred by the Act or these By-laws representing the total Unit Factors for all Units; or
 - (vi) signed by all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these By-laws;
- (ee) **"Special Assessment"** means a charge or levy imposed by the Corporation on an Owner for the payment of costs or expenses of a non-recurring nature that were not otherwise budgeted for in the calculation of monthly Condominium Fees;
 - (ff) **"Spouse"** includes a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married and includes persons of the same sex;
 - (gg) **"Tenant" or "Occupier"** means a person residing in a Dwelling House owned by another person under either a lease agreement, or with the permission of the Owner;
 - (hh) **"Unit"** means an area designated as a unit by the Condominium Plan; Provided further that each unit shall have an "exclusive use or privacy area" dedicated to each unit and will include the front driveway and rear patio deck and any other portion of the common area surrounding the unit as may be authorize by the Board of Directors from time to time.
 - (ii) **"Unit Factor"** means the unit factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan or Redivision Plan, and which shall be used as the basis for determining the respective proportion of Condominium Fees or Special Assessments payable by the Owners. The total of all Unit Factors shall equal Ten Thousand (10,000).
 - (jj) **"Unimproved Unit"** means a Unit or portion thereof upon which a Dwelling House, Privacy Area, or other structure or amenity is intended to be placed or constructed, but in respect of which construction has not begun, or if begun, has not been completed.
 - (kk) **"Visitors Parking Area"** shall mean any portion of the common area designated by the Corporation, from time to time, for that purpose

Words and expressions which have a special meaning assigned to them in the *Act* have the same meaning in these By-laws and other expressions used in these By-laws and not defined in the *Act* or in these By-laws have the same meaning as may be assigned to them in the *Land Titles Act* (Alberta) or the *Law of*

Property Act (Alberta), as amended from time to time or in any statute or statutes passed in substitution therefore. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and Corporations and vice versa, where the context so requires.

2. MISCELLANEOUS PROVISIONS

- (a) **Headings:** The headings used throughout these By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any By-law.
- (b) **Rights of Owners:** The rights and obligations given or imposed on the Corporation or the Owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.
- (c) **Conflict with Act:** If there is any conflict between these By-laws and the Act, the Act prevails.
- (d) **Extended Meanings:** If and whenever reference hereunder is made to “repair”, it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for any thing to which such repair could be made.

3. DUTIES OF THE OWNERS

An Owner SHALL:

- (a) **Permit Access:**

Subject always to the Act, the Owner shall permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours notice (except in case of emergency when no notice is required), to enter a Unit for the purpose of protecting the reasonable interests of the Corporation and the interests of adjacent Owners of Units within the Project, to:

- (i) inspect the Unit to assess its condition, to maintain, repair or renew party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers, water, water system controls, gas, electrical transmission, telephone or telecommunication lines and other facilities for the furnishing of utilities for the time being existing within the boundaries of the Unit and/or Dwelling House which are designed for or capable of being used in connection with the enjoyment of any other Unit and/or Dwelling House or the Common Property, and for the purposes of maintaining standards established by the Corporation, from time to time, (all of which are included herein as “Managed Property”) and to maintain, repair or renew either the Unit, the Dwelling House, the Common Property, or the Managed Property for such purpose, including, but without limiting the generality of the foregoing, exterior doors, roofing materials and exteriors of roofs, eaves troughs and exterior drainage, exterior beams and trim, exterior windows (including the glazing, window frames, window assembly components, window casings, trim or moldings), exterior doors (including sliding glass doors, door frames, door assembly components, door casing, trim or moldings) siding, stucco, or other finishes, all exterior painting, fencing, decks patios sidewalks, driveways and for the mowing of lawns and the care of all trees or shrubbery;

- (ii) maintain, repair or renew the Common Property or the Managed Property, or to mitigate against or to prevent any fire, flood, noise, other risk from affecting neighboring Owners;
- (iii) ensure that the By-laws are being observed;
- (iv) do any work for the benefit of the Corporation generally;

The Owner shall deposit with the Corporation a key of the Unit for the purposes aforesaid, but in the event that the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner.

The quality of the repair and maintenance conducted either by the Corporation or by an Owner shall be consistent with the standards of design, quality, and state of repair of the adjoining Dwelling Houses on the Parcel, and the standard of repair and maintenance shall also comply with any rules or regulations made by the Corporation in regards to the standard of repair and maintenance from time to time; provided, however, that the Corporation or its agents shall cause as little disruption, noise, or inconvenience to the Owners as may be reasonable in fulfilling the same;

(b) **Comply With Governmental Orders or Requirements:**

The Owner shall forthwith, as required:

- (i) carry out all work that may be ordered by any municipality or public authority in respect of the Unit or Dwelling House; and
- (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit or Dwelling House;

(c) **Maintain the Unit and Dwelling House:**

The Owner shall maintain the Unit in accordance with standards established by the Corporation from time to time, and shall duly and properly clean, wash, repair, maintain and, when required, replace:

- (i) any and all aspects of the interior of the Dwelling House and any improvements or additions thereto that should fall below the standards established by the Corporation from time to time, including, without limitation, the heating and air-conditioning system, interior waterworks, sewers and drain systems, all plumbing fixtures, electrical wiring and electrical fixtures, appliances, interior fixtures, floor-coverings and painting, and all window coverings of the Dwelling House that are located on or exposed to the front elevation of the Buildings;
- (ii) the doors of a Dwelling House located on the interior walls, excluding the painting of the exterior finishing of access doors or the door casing, trim or moldings. Owners are responsible for any damage to exterior doors, including paint and glass, done through abuse, intentional or otherwise.
- (iii) bulbs in the light fixtures attached to the exterior of his or her Dwelling House;
- (iv) to keep in a clean and tidy condition, all parts of the Unit as may be used as gardens, patios or decks, together with any Privacy Area (and any plants or landscaping therein) located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use,

- (v) In addition to the forgoing, prior to commencement of any interior improvement the unit holder must obtain any required municipal building permits and thereafter comply with any conditions imposed under the terms of such permit or authorization. Further, all construction shall be in compliance with any municipal, provincial or federal regulations or codes that govern any portion of the unit holders construction or improvement project.
- (vi) Notwithstanding any other provision herein contained, no owner shall at any time permit his/her unit to be without continuous heat such that the temperature within the unit falls below 5 degrees Celsius. Further, during the period October through March the owner of any unit shall have a positive duty to insure that the thermostat within the unit is set at a temperature no less than 10 degrees Celsius

and if any Owner fails to maintain any part of his Unit to the standards established by the Corporation from time to time, the Corporation may give ten (10) days' notice to the Owner to affect such repairs or conduct such maintenance as may be required, and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work at the expense of the Owner.

The Owner shall be responsible to keep the Unit and all portions thereof (including the Dwelling Unit) in a state of good repair, excepting such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these By-laws. Where there is any doubt as to the respective responsibilities of the Owner and the Corporation in respect to repairs and maintenance or otherwise as set out in these By-laws or arising from any rule, regulation or direction issued by the Corporation, or in respect of the standards established by the Corporation from time to time, then unless or until determined in writing by the Corporation, the Owner shall be deemed to be primarily responsible for ensuring that reasonable standards in respect to his Unit are maintained, and for the payment of all costs of all repairs or maintenance associated with maintaining such standards.

Notwithstanding the above, the Owners shall share in common the responsibility to maintain, repair and replace the Common Property plus such parts of the Buildings and adjacent yards as may be reasonable to preserve and protect the respective investments of the Owners in their Unit. In general, all maintenance, repairs or replacement of any element of the interior of a Dwelling House or exclusive to a Unit, shall be the sole responsibility of the Owner thereof, while all maintenance, repairs or replacement of the elements of the exterior of the Buildings, including private walkways, driveways, stairways, or esthetic elements of the Project, or internal elements pertaining to joint use of utilities or structural or other elements on which the interest of other Owners rely (including Managed Property), shall be the responsibility of all the Owners collectively to be undertaken by the Corporation on their behalf and the costs of the maintenance, repair, or replacement thereof shall constitute part of the Common Expenses.

The Corporation shall be empowered from time to time to determine what elements of any Unit or Units constitutes Managed Property, and whether the responsibility for specific items of maintenance, repairs or replacement shall be borne by the Corporation or by one or more Owners, and in making such determination, the Corporation may consider whether such repairs are a result of an intentional acts or omission, negligence, or wanton disregard of one or more Owners of the interests of the others.

Except with the knowledge and consent of the Corporation the Owners shall not undertake any repair, replacement or painting of the exterior surface or finishing of any access doors or other outer boundaries, walls and other outside surfaces, windows, roofs, eaves troughs and

drainpipes, and all other outside hardware and accoutrements (except as noted herein) affecting the exterior appearance of the Building shall be conducted by the Corporation on behalf of the Owners and paid for by the Owners by way of Common Expenses in proportion to their Unit Factors, or otherwise as may be directed by the Corporation;

(d) **Alterations, Additions, Renovations, and Signage:**

Except for relatively small repairs, the Owner shall not paint nor embark upon any substantial repairs, additions or alterations, or conduct any extensive renovations to the Unit, nor affix any decoration or sign to the exterior of the Dwelling House or to any other part of the Unit or the Buildings (including interior and exterior load bearing and partition walls) of which a Unit forms a part, or to the plumbing, mechanical or electrical systems within a Unit, without first having advised and obtained the written consent of the Corporation;

(e) **Use of Units, Common Property, or Privacy Areas:**

(i) *Quiet Possession* - The Owner shall use and enjoy his or her Unit, the Dwelling House and the Common Property in accordance with these By-laws and all the rules and regulations prescribed by the Corporation in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families, visitors or invitees including without limitation no owner shall cause excess noise to emanate from his/her unit or any vehicle operated by the unit holder or his guest in the unit holders driveway or in the visitor parking area.;

(ii) *Health* - No Owner shall do anything or permit anything to be done within the Parcel that may injuriously affect the health or safety of other Owners. Units and Dwelling Houses shall be kept clean, in good condition and free of insects or vermin;

(iii) *Personal Belongings* - Owners shall cause all articles within their Ownership, care or custody, including bicycles, toys, and all other items other than patio furniture, to be appropriately kept or stored within their respective Dwelling Unit such as not to be conspicuous to neighbors and passers-by;

(iv) *Water* - Outside water shall not be left running unattended by any Owner;

(v) *Trespass* - No Owner shall trespass upon or permit any visitor or occupant of his or her Unit to trespass upon any part of any Unit. Exclusive use or Privacy area, or Dwelling House of another Owner;

(vi) *Access to Utility/Storage Areas* - No Owner shall have access to those parts of the Common Property which are used as utilities rooms, storage operating machinery room, or any part of the Common Property or Managed property used for or in connection with the care, maintenance or operation of the Parcel or the Common Property, except with the express written permission of the Board;

(vii) *Single Family Residence* - The Owner shall not use or permit the use of his or her Unit or Dwelling House for any purpose other than a single-family residence, and without limiting the generality of the foregoing, shall not construct or permit the use of more than one kitchen in a Unit;

(viii) *Pets* - The Owner shall not keep any animals or any pets in his Dwelling Unit or upon the Unit, except as may be permitted by these By-laws;

- (ix) *Commercial Uses* - Nor shall any Owner use or permit any portion of his or her Unit to be used for any commercial or professional business (even if the same may be permitted by municipal land use or zoning By-laws) unless such use is permitted by the Corporation; provided, however, that such prohibition shall not apply to the Developer or any person or entity whose business objective is limited to the marketing or selling any of the Units, or for the sale of personal property belonging to any of the Owners from time to time that does not constitute a business; Provided however, the Board may, in their unfettered discretion, grant the right to operate an in home office, if such business creates no substantial increase in residential traffic.
- (x) *Electrical Circuits* - Owners shall be responsible for all electrical circuits within their Unit or Dwelling House, and the Owners shall not overload electrical circuits in any manner that might adversely affect the operation of common utilities;
- (xi) *Sewer Systems* - Toilets, sinks, tubs, drains, sumps, and any other water or sewer apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, disposable diapers or other substances shall be thrown or placed therein, and no chemicals, paints, oil, fuel, or any other noxious substance shall be introduced into the sewer system;
- (xii) *Antennae* - No television antenna, tower, satellite dish (other than a digital satellite dish the size and location of which are subject to the prior written approval of the Board, acting reasonably and which comply with the By-laws of the Municipality of Crowsnest Pass or similar structure or appurtenance thereto shall be erected on or fastened to any Dwelling House or Unit, except by the Corporation upon the Common Property in connection with a common television cable or satellite system or other distribution or reception system;
- (xiii) *Air conditioner units* - no wall or window or roof mounted air-condition units are allowed. Central air-condition units are allowed with device and location approved in writing by the Board.
- (xiv) *Laundry* - No laundry shall be hung outside a Dwelling Unit or within a Dwelling Unit in such manner that it is unsightly or conspicuous to neighbors or passers-by.
- (xv) *Awnings* - Except with the written consent of the Board, no screen, barrier, awning, shade, partition or window fans shall be erected unless the same is entirely within a Dwelling House, or adequately screened from other Dwelling Houses, and not unsightly or conspicuous to neighbors or passers-by;
- (xvi) *Hot Tubs* - Except with the written consent of the Board, no hot tub, sauna or bathing apparatus shall be located within a Unit or on the exterior of a Dwelling House. Upon installation of the hot tub, it shall, when not in use, have a lid, which denies any form of access to the hot tub, and further the lid shall be firmly locked down with an appropriate locking mechanism. The unit holder shall upon installation and each year thereafter, provide to the Board proof of liability insurance, which insurance indemnifies and saves the Condominium Corporation harmless.
- (xvii) *Private Vehicle Parking* - Except with the prior written consent of the Corporation, no visitor shall park any motor vehicle in the visitors parking area for a period exceeding 48 hours. An Owner may permit any visitor, family, agents, servants, guests or licensees of

the Owner to park private passenger vehicle on the driveway outside of the garage to their Unit. Owners need written permission from the board to park in visitor parking.

- (xviii) *Vehicle Repairs* – Except in the case of emergency or temporary repairs due to cold weather, no Owner shall undertake repairs to any motor vehicle on the driveway area in front of their respective Unit. No repairs to any motor vehicle shall be permitted on or within the Common Property;
- (xix) *Day Care Facilities* – No Owner shall permit his or her Unit or Dwelling House to be used as a childcare or daycare center except with the express written consent of the Corporation, which consent shall not be unreasonably withheld, but which may be withdrawn arbitrarily by the Corporation at any time, and the Corporation shall not be prevented or estopped from withdrawing any such consent;
- (xx) *Damages to Common Property* – Owners and their families, guests, Tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or Managed Property, or any Unit, or any property of the Corporation or property owned by another Owner, and the costs of cleaning or repair arising from such actions may be charged by the Corporation against the Owner of a Unit in the same manner as any other charge payable by an Owner, whether the Owner was aware of or directly involved in the cause of such damages;
- (xxi) *Garage or Auction Sales*: No owner may hold an auction or garage sale within his/her unit or in or on the common and parking areas without the consent of the Corporation's executive first had and obtained.

(f) **Lawful Use:**

The Owner shall not use a Dwelling House or Unit or permit it to be used in any manner for any purpose which may be illegal, injurious, or that may cause noise, nuisance or hazard to any Owner or Occupier of another Dwelling House or Unit or the family, visitors or invitees of such Owner or Occupier.

No Owner shall do or permit anything to be done on the Parcel or bring anything thereon which in any way may increase the risk of fire, theft, or vandalism, or any other Insurable Hazard, or which may affect the premium rate or availability of insurance for any Insurable Hazard on the Common Property, any Dwelling House, the Unit, or the Managed Property or on any property kept therein or thereon, or obstruct or interfere with the rights of other Owners or in any way injure or annoy them or conflict with the laws relating to fires or with regulations of the local municipality or fire department, or with any policy of insurance upon any of the Buildings comprising part of the Common Property or any part thereof, or conflict with any of the rules or ordinances of the municipality health department or with any statute or municipal By-law or with any other law whatsoever, and no Dwelling House or Unit shall be occupied or used by anyone in such manner as to result in the cancellation, or threat of cancellation, of any policy of insurance maintained by the Corporation;

(g) **Notification of Ownership, Use, and Encumbrances:**

The Owner shall notify the Corporation forthwith (and provide reasonable particulars) upon any change of Ownership of the Unit, or of any leasing of the Dwelling House to an Occupier (or otherwise), or of any use of the Unit that is not residential in nature, or of any hobbies or uses from within a Unit that may create noise, or noxious fumes, or which may create a threat of fire,

flood, or any other risk, or if a business is being operated from such Unit, or of any mortgage, lease or other dealing in connection with the Unit;

(h) **Compliance With By-Laws:**

The Owner shall comply strictly with these By-laws and with such rules and regulations as may be adopted by the Corporation from time to time, and abide by all directions of the Corporation, and cause all Occupiers of and visitors to his Unit to similarly comply with the same;

(i) **Pay Levies and Assessments to Corporation:**

The Owner shall pay to the Corporation (or if requested, to the Manager), when due, all contributions levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date; including the payment of all Common Expenses levied by the Corporation in respect of a Unit and/or Dwelling House, and all other monies payable to the Corporation hereunder, including costs of maintenance and repair of the Common Property, the Managed Property, and taxes or assessments against the Common Property, whether or not that Unit and/or Dwelling House is occupied by the Owner, a Tenant, or other Occupant; and also to pay to the Corporation the costs of any repairs or other work required to be done by the Corporation on behalf of an Owner in order to ensure compliance with these By-laws or such rules and regulations as may be adopted by the Corporation from time to time, as well as the costs incurred by the Corporation to comply with any direction of the Corporation in respect thereof;

(j) **Costs of Action by Corporation:**

The Owner shall pay to the Corporation all legal and other expenses incurred as a result of having to take proceedings to collect any Condominium Fees, Special Assessments, or Common Expenses levied or assessed against his Unit, and legal expenses shall be paid on solicitor and his own client indemnification basis;

(k) **Access by Corporation for Repairs:**

The Owner shall permit the Corporation, its representatives and persons authorized by the Corporation, to enter the Unit and/or the Dwelling House to carry out maintenance and repair work required to be performed in the maintenance and betterment of the Project generally;

(l) **Correspondence to Corporation:**

The Owner shall prepare all correspondence and all items of business to the Corporation in writing. If an Owner wishes to ask a question of, or to raise a concern about, or to file a complaint with the Corporation, and if such Owner wishes the Corporation to respond or to take any action with respect to such suggestions, questions or complaints, the Owner shall express the same in writing and deliver the same in a timely fashion to the Board, or to the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Board;

(m) **Landscaping:**

The Owner shall permit the Developer, or in lieu of the Developer, the Corporation, to install landscaping of such quality and design as is consistent with the standards established by the Corporation from time to time, and shall also comply with any rules or regulations made by the Corporation in regard to landscaping. Where required, the Owner shall permit the Corporation

to have access to and to maintain the front, rear and side yards, including cutting grass or pruning trees or shrubs, and if applicable, for the removal of ice or snow. If authorized by the Board, the Owner shall be responsible for the proper maintenance of all landscaping permitted by the Board under the exclusive control of the owner, which is located on a Unit that is not cared for by the Corporation. Provided further, the Corporation shall be responsible for the cutting of grass, the pruning of all trees, shrubs, the maintenance and watering of flowerbeds, and the care and maintenance any irrigation system associated therewith;

(n) **Fencing:**

NO owner shall be permitted to construct outdoor fences or structures such as, a gazebo, wishing well, or swing. No fencing or other structures shall be required to be constructed by the Corporation. Application for the erection of such fencing or structures shall be made to the Corporation who may approve or reject such application at the Boards unfettered discretion. Provided further, where such requests are approved by the Corporation, the Owner shall be responsible for the payment of all costs associated with such construction unless otherwise agreed in writing with the Corporation. In addition, the Owner shall permit the Developer, or in lieu of the Developer, the Corporation, to install rear boundary perimeter fencing and fencing and/or blinds or other structures to separate the Unit, and to maintain the same to such standards as may be established by the Corporation from time to time. The Owners acknowledge and agree that no front fencing shall be permitted except with the Unanimous Resolution of the Owners, and that the construction or placement of all other outdoor structures shall be determined by Ordinary Resolution;

(o) **Ice and Snow Removal, Liability Insurance:**

The Owner shall be responsible for the prompt and timely removal of ice and snow from the front and back steps and patio area of the dwelling, insofar as is reasonably possible without moving the same onto an adjacent Dwelling House or Unit. Each Owner shall be responsible to obtain liability insurance in respect of any injury of any person incurred within a Unit (including death), whether or not the same is the result of ice or snow or attributable to some other cause that may make the Owners or Occupiers liable, and shall indemnify and save harmless the other Owners in respect of any claim made in respect thereof. The plowing and removal of snow and ice in all common areas not stipulated above shall be the responsibility of the Corporation and they shall endeavor to plow or remove same in a timely manner.

(p) **Payment of Condo Fees or Special Assessments:**

The Owner shall deposit with the Corporation, if requested, twelve (12) duly executed post-dated cheques or monthly bank debit for duly assessed condominium contributions.

4. DUTIES OF THE CORPORATION

In addition to the duties of the Corporation set forth in the Act, the Corporation, through it's Board SHALL:

(a) **Manage Common Property:**

The Corporation shall control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project and to do all things required of it by the Act, these By-laws, and

any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to uphold these By-laws;

(b) **Maintain and Repair Common Property:**

The Corporation shall maintain, repair and replace (where necessary) such elements of the Common Property as may be necessary to keep them in a reasonable state of repair. The Corporation shall keep in a state of good and serviceable repair and properly control, manage, administer, repair and maintain the fixtures and fittings used in connection with the Common Property, the Managed Property and all other property both real and personal owned by the Corporation.

Subject to the obligations imposed by these By-laws or by the Corporation upon any Owners in respect of any part of the Common Property over which such Owners are granted exclusive rights of use by the Corporation, the Corporation shall maintain and keep in a state of good repair the Common Property notwithstanding that maintenance may be required only as a result of reasonable wear and tear, or otherwise, including without limitation the provision and maintenance of entrance features, fences, stairs and railings, lighting, landscaping, visitor parking, stream, utility building, and other common facilities on the Common Property, or on Units where notwithstanding that the same are the property of an Owner, such have been designated as part of the Managed Property.

And the Corporation shall maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, conduits, sumps, plumbing, sewers, ducts, water, gas electrical transmission, telephone and telecommunications lines and other facilities for the furnishing of utilities for the time being existing anywhere within the Parcel and capable of being used in connection with the enjoyment of one or more Units or the Common Property or one or more of the Units, and for the maintenance and repair of any sidewalks, driveways, or other surface improvements (including the exterior of a Dwelling House) located on a Unit;

(c) **Maintenance of Managed Property:**

The Corporation shall maintain the Managed Property in the same manner as it shall maintain the Common Property, and for the purposes of maintaining standards established by the Corporation from time to time, at all reasonable times on twenty-four (24) hours notice (except in case of an emergency, in which case no notice is required), enter a Unit and/or a Dwelling House to inspect, repair and maintain the Managed Property, including but not limited to exterior doors, roofing materials and exteriors of roofs, eaves trough and exterior drainage, exterior beams and trim, exterior windows, siding, stucco, or other finishes, all exterior painting, fencing, decks, patios, sidewalks, driveways, and the mowing of lawns or the removal of ice or snow or maintenance of irrigation or security systems. The quality of the repair and maintenance shall be consistent with the standards established by the Corporation from time to time, but in all matters are to be conducted in a good and workmanlike fashion.

Subject to any obligations imposed by the By-laws or by the Corporation upon the Owners to maintain their Units and any part of the Common Property over which such Owners are granted exclusive right of use, the Corporation shall clean, maintain and repair the exterior or outside surfaces of the Buildings comprising the Units (excluding interior windows to the extent the Owner is required to repair and maintain the same, the washing of windows that are accessible to an Owner or Occupant, the interior surface of access doors, bulbs of the light fixtures attached to the exterior of the residence, and interior air conditioning equipment installed by or at the request of an Owner, all of which shall be the responsibility of an Owner), but including the

repair of any leakage around windows and the maintenance and repair of all other outside accoutrements affecting the appearance, usability, value or safety of the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use, and including all parking areas, landscaped areas, concrete, balcony walls, rails, fencing and related posts and all utility services within, on, in, under or through the Units and Common Property, including the underground sprinkler system (if any).

Subject to the duty of the Owners to promptly remove all accumulations of ice, snow, slush and debris in order to provide safe access and egress, the Corporation shall provided scheduled service to remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the driveways and all grassed or landscaped areas of the Common Property; PROVIDED THAT the general cleaning and maintenance of any Unit and any Privacy Area designated to an Owner shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;

(d) **Garbage:**

Garbage is to be kept out of sight and secure and placed in garbage cans for pickup at designated times and all unit holders shall comply with all Municipal rules and regulations concerning the removal and disposal of household waste and garbage.

(e) **Insurance:**

The Corporation shall provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-laws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered Mortgagee of a Unit (or the duly authorized agent of such Owner or Mortgagee), produce for them for a nominal charge or administrative fee a certified copy of the policy or policies of insurance maintained by the Corporation, or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof.

Upon written request by an Owner or a Mortgagee (or the duly authorized agent of such Owner or Mortgagee), the Corporation shall provide at a nominal fee or administrative charge either a duplicate original or certified copy of all fire and other perils and all liability insurance policies and endorsements maintained by the Corporation, as well as renewal certificates or certified copies of replacing policies;

(f) **Initial General Meeting:**

In accordance with the Act, the Corporation shall call a general meeting of the Owners within:

- (i) 90 days from the day that 50% of the residential Units are sold; or
- (ii) 180 days from the date that the first residential Unit is sold,

whichever is sooner, and convene a meeting of the Corporation at which a Board of Directors shall be elected;

(g) **Conduct Capital Replacement Reserve Fund Study:**

Within two (2) years from the date of registration of the Condominium Plan, the Corporation shall authorize and conduct, on behalf of the Owners, a Capital Replacement Reserve Fund Study, and to repeat the same every five (5) years thereafter, in order to prepare a report in regards to the Common Property and the Managed Property and any other property owned, controlled or managed by the Corporation (collectively for the purposes hereof the "Common Property"), in order to:

- (i) identify what Common Property may be needed to be repaired or replaced within the next twenty-five (25) years;
- (ii) assess the present condition of the Common Property and estimate when the Common Property will need to be replaced or repaired;
- (iii) estimate the cost of repair or replacement of the Common Property at no less than replacement cost;
- (iv) identify the life expectancy of the components of the Common Property when the components are replaced or repaired;
- (v) identify the current levels of funds in the Capital Replacement Reserve Fund (if any);
- (vi) recommend the amount of money, if any, that should be included in or added to the Capital Replacement Reserve Funds; and
- (vii) describe the basis for making the recommendation;

(h) **Establish Capital Replacement Reserve Fund Plan:**

The Corporation shall from time to time as required prepare and adopt a Capital Replacement Reserve Fund Plan based upon the recommendations contained in the Capital Reserve Fund Study and to present the Capital Replacement Reserve Fund Plan to the Owners;

(i) **Establish Capital Replacement Reserve Fund:**

The Corporation shall establish and maintain a Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of:

- (i) any real and personal property owned by the Corporation;
- (ii) the Common Property; and
- (iii) the Managed Property,

where such repair or replacement is of a nature that cannot otherwise be adequately budgeted for or which does not normally occur annually.

The Capital Replacement Reserve Fund shall be maintained in a segregated trust bank account and shall not be commingled with other funds of the Corporation. The Board shall prepare and present to the Owners before each Annual General Meeting a report of the Capital Replacement Reserve Fund including the opening and closing balances, a record of monies in and out, lists of property repaired or replaced, and the costs incurred for repair or replacement of listed property;

(j) **Compliance by Corporation:**

The Corporation shall do all things required of it by the Act, the regulations to the Act, the By-laws, and any other rules and regulations of the Corporation in force from time to time;

(k) **Collect Fees and Levies:**

The Corporation shall collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same into a separate account with a chartered bank, trust company, Alberta Treasury Branch, or credit union incorporated under the *Credit Union Act* (Alberta).

Subject always to and in accordance with the Act and any Regulation passed pursuant thereto, the Corporation shall establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for a Capital Replacement Reserve Fund, as aforesaid, to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation and the Common Property and the Managed property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from a Capital Replacement Reserve Fund for the purposes of making capital improvements unless such additions are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;

(l) **Pay Accounts on Behalf of Corporation:**

The Corporation shall pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may seem justified in the prudent management or administration of the Project;

(m) **Easements, Restrictive Covenants and Rights of Way:**

The Corporation shall not plant any trees or construct substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement, restrictive covenant or similar grant to any person, utility company, municipality or local authority, and shall comply with and enforce all such agreements in respect to adjoining lands;

(n) **Landscaping:**

The Corporation shall establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and the Managed Property.

(o) **Miscellaneous:**

The Corporation shall at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation.

5. POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, may and is hereby authorized to:

- (a) **Acquire Property** - to purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;
- (b) **Borrow** - to borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such requirement for borrowing in excess of 15% of the current year's Common Expenses budget has been approved by Special Resolution;
- (c) **Pledge** - to secure the repayment of monies 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 any combination of those means;
- (d) **Invest** - to invest as it may determine any contributions towards the Common Expenses, subject to the restrictions set forth in the Act;
- (e) **To Make Agreements** - to make an agreement with an Owner, Tenant or other Occupier of a Unit or Dwelling House for the provision of amenities or services by it to the Unit or Dwelling House, or to the Owner, Tenant or Occupier thereof;
- (f) **Lease of Common Property** - to grant to an Owner a lease of common areas adjoining or relating to such Owner's Unit, on such terms and conditions as may be determine by the Board from time to time; Provided that such lease shall be available for the benefit only of Owners, purchasers, Tenants and other lawful occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit, and shall be terminable on 30 days notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- (g) **Right of Access or Egress Over Common Property** - The Corporation hereby grants the Owner, Tenant or Occupier of a Unit, such right of access or egress over those portions of the Common Property as is necessary in order that the Owner, Tenant or Occupier of a Unit has free and unrestricted access or egress to or from the Common Property to of from the Unit;
- (h) **Privacy / Exclusive Use Areas** - to grant to an Owner the right to exclusive use or privacy area, as herein before defined Clause 1 (gg), and enjoyment of part of the Common Property or special privileges in respect thereof, any such grant to be determinable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (i) **Authority to Make Rules and Regulations** - to make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property, and for the designation of Managed Property, and to do all things reasonably necessary for the enforcement of these By-laws and for the control, management and administration of the Common Property and Managed Property generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;

- (j) **Determination of Fees & Levies** - to determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (k) **Collection of Contributions** - to raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided. The Corporation shall collect the contributions of Owners on account of Common Expenses for the Common Property and/or the Managed Property (including any taxes or other levies assessed against the Common Property), to collect the contributions of Owners in order to maintain the Capital Replacement Reserve Fund, and/or other obligations of the Corporation, including Special Assessments approved by the Board, by monthly installments or in lump sums, and in that regard may require of Owners that they provide post-dated cheques or pre-authorized direct bank payments;
- (l) **Enforce By-laws** - to do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common Property, and any part of the Units or Dwelling Houses with which it may be concerned, including, without limitation, the following:
 - (i) commence and prosecute proceedings under Section 36 of the Act (or any provision passed in substitution therefore);
 - (ii) impose, collect and deal with deposits under section 53 of the Act (or any provision passed in substitution therefore) provided that deposits required shall not exceed one month's rent for any Unit; and
 - (iii) give notices to give up possession of Units pursuant to section 54 and make applications to the Court under sections 55 and 56 of the Act (or any provisions passed in substitution for the said sections);
- (m) **Sanctions For Failure To Comply With By-Laws** - to impose monetary or other sanctions on Owners, Tenants or Occupiers of a Unit who fail to comply with the By-laws. In the event that it becomes necessary to enforce the By-laws or to apply the sanctions against the Owner, Tenant, or Occupier of a Unit, the Corporation shall be entitled to proceed with court application for enforcement of the sanctions (in a court having the appropriate jurisdiction), and the Corporation shall be entitled to recover all of its costs of enforcement on a solicitor and his own client basis from the Owner, Tenant or Occupier, and to charge the title of the Owner for any such unpaid sanctions and costs;
- (n) **Dispute Resolution** - Any dispute respecting any matter arising under the By-laws may, with the agreement of the parties to the dispute:
 - (i) be dealt with by means of mediation, conciliation, or similar techniques to encourage settlement of the dispute; or
 - (ii) be arbitrated under the Arbitration Act (Alberta);

provided, however, that notwithstanding whether the parties have agreed to such dispute resolution, where the Corporation determines that a matter shall be resolved in order to better conduct its business, the Corporation may refer any matter to alternate dispute resolution, but the Corporation shall not be bound to resort to the same if it prefers instead to exercise the authority given by these By-laws to determine such issues in such manner as the Board itself may direct;

- (o) **Interest** - to charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (p) **Stipends to Board** - to pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting;
- (q) **Affiliations** - to join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (r) **Off-Site Parking** - to acquire parking Units for purposes of visitor parking, resale or otherwise;
- (s) **Appointment Of Auditors** - to appoint an auditor or auditors who must be a Chartered Accountant or certified General Accountant, and who may be an Owner;
- (t) **Other Acts** - do all things, which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the By-laws;
- (u) **Powers of a Corporation** - subject to any limitations and prohibitions contained in the Act, these By-laws and otherwise by law, to have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act (Alberta)* (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person.

6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given by the Owners at a general meeting, be exercised and performed by the Board.

7. VOTING

At any election of Board Members, each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.

8. ELIGIBILITY

Ownership of a Unit is not necessary for election or membership on the Board provided:

- (a) all Board members must be 18 years of age or older;
- (b) if a Unit is owned by more than one Owner, only one such Owner may sit on the Board at any one time; and
- (c) no Owner who is indebted to the Corporation for contributions levied and which are overdue by more than sixty (60) days shall be eligible for election or membership on the Board.

9. NUMBER ON BOARD

During the initial existence of the Corporation and prior to the first annual general meeting, the Board shall consist of up to three (3) nominees of the Developer. Thereafter, the Board shall consist of not less than three (3) nor more than seven (7) persons; PROVIDED THAT at least one-half of the membership of the Board shall be Owners or representatives of Mortgagees who have notified their interests to the Corporation and the Board shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting). The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting held just prior to the election of the Board.

10. BONDING

Unless there has been a Manager appointed by the Board, all Board Members shall be bonded by a recognized bonding institution unless otherwise absolved of this requirement by Special Resolution. The cost of bonding shall be paid by the Corporation. Where the Board has appointed a Manager, then the Manager shall be bonded by a recognized bonding institution unless absolved of this requirement by Special Resolution. For the purposes of this By-law, the amount of the bonding shall be the greater of either \$10,000 or the combined totals of the annual budget, plus the Capital Replacement Reserve Fund, plus any liquid assets of the Corporation, unless otherwise resolved by Special Resolution of the Corporation, with the amount of bonding in any event to be reviewed annually by the Corporation.

11. INDEMNITY OF BOARD

Every member of the Board and his or her personal representatives and estate shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and expenses whatsoever which such member may incur or become liable for by reason of any contract entered into or for any act or omission or thing whatsoever made or done or permitted by him or her as a Board Member or in any way associated with the discharge of his or her duties, except such costs, charges, losses and expenses as are occasioned by or arising from his or her dishonestly, willful neglect or willful default.

12. REMOVAL OF MEMBER OF BOARD

Except where the Board consists of all the Owners, the Corporation may by Ordinary Resolution at an extraordinary general meeting remove any member of the Board before the expiration of his term of office and appoint another person in his place to hold office until the next annual general meeting. No grounds for removal shall be required for removal of a Member of the Board pursuant to this By-law. Where the Board consists of all Owners, he or she may be removed prior to the end of his or her term by a Special Resolution at a duly convened extraordinary general meeting.

13. GROUNDS FOR REMOVAL OF MEMBER OF BOARD

The office of a Board Member shall be deemed to be vacated:

- (a) if he or she resigns their office in writing duly served on the Corporation, effective from the date thereof;

- (b) if he or she becomes bankrupt or insolvent, or is more than sixty (60) days in arrears in any payment to the Corporation required to be made as an Owner as herein set forth, and failing to remedy such default within ten (10) days after written notice from any other Board Member requiring him to remedy such default;
- (c) if he or she dies or becomes the subject of a Certificate of Incapacity issued under the Mental health Act or Dependant Adult Act;
- (d) if he or she is convicted of an indictable criminal offence, or an offence involving financial theft, fraud, breach of fiduciary duties, or moral turpitude;
- (e) if he or she is absent from three (3) consecutive meetings of the Board without prior written notice to and approval of the Board; or
- (f) if he or she is denied bonding at a reasonable premium by any recognized bonding institution, or if he or she commences any legal action against the Corporation.

14. RETIREMENT FROM BOARD

At each annual general meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

15. ELIGIBILITY FOR ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-election. Any prospective member of the Board shall, as a condition of his nomination, make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related.

16. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership to the Board.

17. QUORUM FOR BOARD

Except where the Developer is the sole Owner and except during the period before the first annual general meeting, a quorum of the Board is two where the Board consists of four or less members, three where the Board consists of five or six members and four where it consists of seven members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

18. OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall (subject to removal) hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the

Chairman of the Board and shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two offices.

19. DUTIES OF OFFICERS

The Board shall determine the duties of the officers from time to time but without limiting the generality of the foregoing, the following shall apply:

- (a) the President, and in his absence or disability the Vice-President shall be charged with the general organization and administration of the business and affairs of the Corporation;
- (b) the Secretary-Treasurer, and in his absence or disability, such officer or Board Member as may be appointed by the Board, shall accurately keep all necessary minutes and shall have charge of all correspondence of the Corporation and be under the direction of the President. The Secretary shall also keep records of the Corporation and shall send and receive all notices and correspondences as required;
- (c) where no Manager has been appointed by the Board, the Secretary Treasurer shall receive all monies paid to the Corporation and shall be responsible to deposit the same in such bank or banking institution as the Board shall direct, and shall properly, accurately and in a timely fashion maintain the financial and banking records of the Corporation and present a fully detailed account of receipts and disbursements to the Board whenever requested to do so; and if a Manager is appointed, the Secretary-Treasurer shall be responsible to assist and to ensure that the Manager performs these functions, and to present or cause to be presented a financial summary based on all such records together with audited financial statements to the Owners at each Annual General Meeting or otherwise as directed by the Board.

20. CHAIRMAN OF BOARD MEETINGS

The President shall act as Chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. Each meeting of the Board shall be held within the municipality in which the Units are located unless the Owners agree, by ordinary resolution, to hold the meeting in another location.

21. VOTES OF BOARD

At meetings of the Board all matters shall be determined by simple majority vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

22. POWERS OF BOARD

The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it sees fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or 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;
- (c) subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (including but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decided SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation, the contract shall require the Manager to arrange or maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:
 - (i) the total amount of any Replacement Reserve Funds in the hands of or controlled by the Manager; and
 - (ii) one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all Units in the Project (excluding any special contributions) whichever is greater; and
 - (iii) a sum representing the average monthly amount of cash in the control of the Manager.

At all times when the Board consists of nominees of the Developer, no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of Section 17 of the Act shall apply thereto;

- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these By-laws.

23. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- (a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and Mortgagees who have notified their interests to the Corporation;
- (c) cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and Mortgagees who have notified their interests to the Corporation;
- (d) 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 receipt and expenditure shall take place;
- (e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each general meeting;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) on written application or an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- (h) at least once a year, cause the books and accounts of the Corporation to be audited (or reviewed) by a qualified accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and each Mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited (or reviewed) Financial Statements of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an ordinary resolution to that effect;
- (i) keep a register noting the names and addresses of all Owners and any Mortgagees who have given notice of their interests to the Corporation;
- (j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- (k) create, maintain and exact by assessment or contribution, a Capital Replacement Reserve Fund for the purpose of repair, replacement and refurbishment of the Common Property, the Managed Property (including any portion of the Unit or the Dwelling House) which, pursuant to these By-laws the Corporation is responsible to maintain, and apply such funds and the proceeds thereof from time to time for such purposes. The amount of the levy made each year for the Capital Replacement Reserve Fund shall be no less than the amount set out in the Act or as such higher amount as may be set out in the Capital Replacement Reserve Fund Plan;
- (l) where required for the purpose of either the maintenance or repair of Common Property, the Managed Property, or to assist in the establishment, maintenance or replenishment of the Capital Replacement Reserve Fund, the Board shall have the power and authority and the duty to levy and collect Special Assessments, and shall have the power and the duty to collect the Special Assessments in the same manner as any other assessment levied by the Board;

- (m) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file and cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- (n) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

24. DEFECTS IN APPOINTMENT TO BOARD

Notwithstanding that it may subsequently be discovered that there was some defect in the appointment or continuance in office of any member of the Board, all acts done in good faith by the Board are as valid as if the member had been duly appointed or had duly continued in office.

25. SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, the manner and which officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal and may authorize the Manager to sign the same with or without co-signing by any officer or officers.

26. CORPORATE SEAL

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his signature shall be sufficient for the purpose of this By-law, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this By-law.

27. ANNUAL GENERAL MEETINGS

The first annual general meeting of non-Developer Owners shall be convened by the Board within the time prescribed by the Act. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. Each such meeting shall be held within the municipality in which the Units are located unless the Owners agree, by ordinary resolution, to hold the meeting in another location. The meetings of the Board and general meetings of the Owners shall be conducted in accordance with parliamentary rules of procedure set out in the most recent (from time to time) edition of Robert's Rules of Order.

28. EXTRAORDINARY GENERAL MEETINGS

All general meetings other than annual general meetings shall be called extraordinary general meetings.

29. CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may, whenever it thinks fit, and shall upon a requisition in writing by Owners representing not less than 25% of the total Unit Factors or upon the request in writing from Mortgagees holdings registered mortgages (and who have prior to the request notified the Corporation of their interests) against Units in respect of which corresponding Unit Factors represent not less than 25% of the total Unit Factors or a combination of such Owners or Mortgagees entitled to vote with respect to 25% of the total Unit Factors, convene an extraordinary general meeting which shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any items specified by the requisitioners.

30. NOTICE OF MEETINGS

A minimum of seven (7) days notice of every general meeting or extraordinary meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business shall be given to all Owners and Mortgagees who have notified the Corporation of their interests. Notice shall be given to the Owners and to such Mortgagees in the manner prescribed in these By-laws, but the accidental omission to give notice to an Owner or Mortgagee or non-receipt by an Owner or Mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of days of notice of a general meeting required under these By-laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

31. PROCEEDINGS AT MEETINGS

With the exception of the consideration of accounts, reports of the officers, election of members to the Board, and ratification of prior acts and proceedings of the Board (which shall be by Ordinary Resolution), all business proposed to be transacted at an annual general meeting or at any extraordinary general meeting, shall be deemed special and shall require a Special Resolution to be adopted.

32. QUORUM FOR GENERAL MEETINGS

Except as set out in these By-laws, no business shall be transacted at any general meeting or any extraordinary meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote representing no less than one-third (1/3) of the Units representing not less than 50 % of the Unit Factors present in person or by proxy shall constitute a quorum.

33. ADJOURNMENT FOR LACK OF QUORUM

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 same 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, then the persons entitled to vote who are present shall be a quorum.

34. CHAIRMAN FOR MEETINGS

The President of the Board shall be the Chairman of all general meetings or extraordinary meetings, or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman as its first item of business.

35. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- (a) if the President and Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- (b) call to order by the Chairman and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial report;
- (h) appointment of auditors and solicitors;
- (i) resignation of old Board;
- (j) election of new Board;
- (k) unfinished business;
- (l) new business;
- (m) adjournment.

36. VOTING BY SHOW OF HANDS

At any general meeting or extraordinary 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 or registered Mortgagee present in person or by proxy. Unless a poll is demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor or against the resolution. Except for matters required by the Act or these By-laws to require a higher threshold, all matters shall be determined by Ordinary Resolution.

37. POLL VOTES

A poll, if demanded, shall be taken in whatever manner 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. 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. A demand for a poll may be withdrawn.

38. VOTING CALCULATION

On a show of hands, each person entitled to vote shall have one vote. On a poll, the votes of persons entitled to vote shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.

39. VOTES PERSONALLY OR BY PROXY

Votes at any general meeting may be given either personally or by proxy.

40. PROXIES

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. A proxy need not be an Owner.

41. ELIGIBILITY TO VOTE

Except in cases where by or under the Act a Unanimous Resolution or Special Resolution is required, no person is entitled to vote at any general meeting or at any extraordinary meeting unless all assessments payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting, but the presence of any such defaulting Owner shall be included in the count for quorum purposes.

42. VOTES BY CO-OWNERS

Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-Owners are not entitled to vote separately on a show of hands except when a Unanimous Resolution is required. But any one co-Owner may demand a poll.

On any poll, each co-Owner is entitled to cast such part of the vote applicable to a Unit as is proportionate to his or her interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy. Unless otherwise indicated, joint Owners of a Unit shall in a vote by poll be entitled to vote an equal number of the Unit Factors of their Unit in proportion to the number of joint owners, while Owners as Tenants in common shall be entitled to vote Unit Factors proportionate to their undivided interests as shown on the records of the Corporation.

43. RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by each Owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

44. SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the Mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.

45. TRUSTEE VOTE

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.

46. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these By-laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these By-laws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the Mortgagee and where the Mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote and the Mortgagee's power to vote shall not be limited or proscribed by the Owner's failure to pay contributions.

47. SIGNED RESOLUTION

A resolution of the Board in writing signed by all Board members shall be as effective as a resolution passed at a meeting of the Board duly convened and held. Subject to the Act, any resolution of the Corporation determined upon or made without a general or extraordinary meeting and evidenced in writing signed in person or by proxy shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be and Ordinary Resolution, Special Resolution or Unanimous Resolution, as the case may be.

48. VIOLATION OF BY-LAWS

Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation, and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be addressed to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of the payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.

- (a) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or Tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of any action including costs as between a solicitor and his own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies; and
- (b) In addition, the Corporation may exercise the powers provided for in Section 36 of the Act.

If the Board determines that a breach of any By-law is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner alleged in breach. Upon resolution, the Board may impose a reasonable penalty by fine, the minimum fine to be ONE HUNDRED (\$100.00) DOLLARS to a maximum fine of TEN THOUSAND (\$10,000.00) DOLLARS, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the fine to be levied if the breach is not rectified in the time specified.

If a Tenant or an Owner is alleged to be in breach, the notice shall also be served on a Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the penalty. Each day of a continuing breach shall be deemed a contravention of a By-law.

49. DEVELOPER'S RIGHTS

During such time as the Developer, its successors or assigns, is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as sales center and/or display Units and to carry on all sales and leasing functions it considers necessary from such Units, and has the right to exhibit a sign or signs advertising the location of such display Units on or about the display Units and on the Common Property until all the Units in the Project are sold and occupied. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and have access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.

50. DAMAGE OR DESTRUCTION

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of 25% or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary general meeting and give at least ten (10) days notice by registered mail to all registered Mortgagees;

Unless there has been substantial damage and the Owners by special resolution resolve not to proceed with repair or restoration within one hundred (100) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repairs and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;

Where there has been substantial damage and the Owners resolve by special resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed by consent to such application. Upon termination of the condominium status:

- (a) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
- (b) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and Mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect;

- (b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner;
- (c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-laws, whichever is the greater;
- (d) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- (e) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or Tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation;
- (f) Except for negligence of the Board, its employees, agents, or servants, the Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever from any loss or damage to a Dwelling House, a Unit, the Common Property or the Managed Property, nor will it be responsible for any loss or damage from any cause whatsoever to any Dwelling House or any contents in any Dwelling House. The insuring of any personal contents within a Dwelling House is the sole responsibility of the individual Owners.

51. INSURANCE

- (a) The Board shall on behalf of the Corporation obtain and maintain at all times, subject always to the Act, and in an amount sufficient to cover the full basic replacement value of and to the full extent obtainable (within reason), insurance on all the insurable Common Property and betterments (both real and personal of any nature whatsoever), and insurance against loss resulting from destruction or damage caused by any peril prescribed by or otherwise required by the regulations to the Act to be insured against (including all improvements and betterments to the Dwelling Houses known to the corporation) without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide for the following:
 - (i) all of the insurable Common Property;
 - (ii) all insurable property of the Corporation, both real and personal of any nature whatsoever;
 - (iii) all of the Units, and Dwelling Houses including all improvements and betterments made thereto by the Owners of which the Board has knowledge and all bathroom and kitchen fixtures (but excluding furnishings and other personal property of each Owner whether
- (b) Fire insurance with extended coverage endorsement for such perils as required by the Act (the perils insured against shall be "all risks" as that term is generally understood in the insurance business, of physical loss or damage) insuring:

- or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as Insured's:
- (iv) all Owners from time to time;
 - (v) all Mortgagees who have given written notice to the Corporation;
 - (vi) the Corporation; and
 - (vii) the Board or Directors and Manager,
 - (viii) (hereinafter collectively called the "Insured's") as their respective interests may appear;
- (c) Public liability insurance insuring the Insured's against any liability to the public and/or to the Owners and their invitees, licensees or Tenants, incidental to the Ownership and/or use of the Common Property and Units and such insurance shall be limited to liability in an amount not less than \$5,000,000.00 inclusive for bodily injury and/or property damage per occurrence;
- (d) Liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Manager, or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith;
- (e) Coverage to the full replacement value of any building and any other fixed improvements belonging to the Corporation, and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- (f) Coverage to the full replacement value of any Unit (including a Dwelling House and garage) and other fixed improvements belonging to the Owner including, without restricting the generality of the foregoing, the following:
- (i) coverage for loss or damage caused by leakage from fire protection equipment;
 - (ii) loss or damage caused by or resulting from lighting;
 - (iii) loss or damage caused by smoke;
 - (iv) loss or damage caused by wind storm or hail;
 - (v) loss or damage caused by explosion of natural, coal, or manufactured gas;
 - (vi) loss or damage caused by flood;
 - (vii) loss or water damage caused by sewer backup or sudden or accidental escape of water or steam from or within a plumbing, heating, sprinkler, or air conditioning system or a domestic appliance that is located within an insured building;
 - (viii) loss or damage caused by impact by aircraft, spacecraft, watercraft and land vehicles;
 - (ix) loss or damage caused by riot, vandalism, or malicious acts;
- (g) Board of Directors insurance including, without restricting the generality of the foregoing, the following:
- (i) director's and officer's liability insurance (including errors and omissions insurance);
 - (ii) public liability insurance on behalf of the Corporation in regard to the Common Property and the Managed Property;

- (iii) any loss or damage arising from the Ownership, use or operation of any machinery, equipment, pressure vessels, sprinklers or fire suppression systems, or of vehicles;
- (h) Provision that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned;
- (i) That no breach of any statutory condition or other condition of any policy by the Corporation or the Owner shall invalidate the policy as against any Mortgagee in any way or to any extent;
- (j) Standard mortgage endorsements in favor of all Mortgagees who have notified the Corporation of their interest in the Units;
- (k) An inflation guard endorsement providing for automatic increase of the policy limits in accordance with increases in replacement costs; and
- (l) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution.
- (m) Each and every said policy of insurance shall name the Insured's and shall, as available and where applicable provide:
 - (i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insured's;
 - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by an Owner or mortgagee and such insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owner, except for arson, fraud, and vehicle impact;
 - (v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this By-law are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;
 - (vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the property insured and a waiver of the insurer's options to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated; and
 - (vii) a cross liability endorsement where the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured.

- (n) At least once every three (3) years, the Board shall in conjunction with the Corporation's insurance agent, review and obtain an update from a duly qualified person setting out the full replacement cost of the Common Property, the Units, and all of the property of the Corporation. A copy of such review shall be delivered to any Mortgagee who has given written notice of his mortgage to the Corporation and is requesting copy of the said review. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such review to insure the full replacement value as set forth in such review or update. In addition to such insurance coverage for the replacement value of the Common Property, the Units and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate.
- (o) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insured's immediately upon written request therefore, and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each Mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The Master Policy of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insured's upon reasonable request.
- (p) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
- (q) The Owners may, and upon written request of any Mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner; AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of Tenants against liability or the interests of Tenants or Owners for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner, Tenant or Occupier of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused.
- (r) In the event an Owner incurs or suffers damage or loss to the windows or Unit access doors or to any exterior finishing or improvements of his Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by such Owner, his servants, agents, licensees, invitees or Tenants and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation.
- (s) In order to ensure that adequate insurance coverage is maintained by the Corporation, no Owner shall undertake any improvements or renovations, or add betterments to his or her Dwelling House or Unit without first obtaining the prior written consent of the Board, on behalf of the

Corporation (which consent will not be unreasonably withheld) and the Owner shall notify the Board, on behalf of the Corporation, after completion of such improvements or renovations, or installment of the betterments, in order that the Corporation may, if the Board determines it to be necessary, have the improvements, renovations, or betterments appraised for insurance purposes.

- (t) In the event of partial or complete destruction of a Dwelling House, the Corporation shall commence repair and or renovation of the partial or complete destruction of the Dwelling Unit in a timely and reasonable manner, and complete the reconstruction as soon as practicable.
- (u) The Board on behalf of the Corporation shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant hereto in favor of the Insurance Trustee, if any. Subject to the provisions of the Act, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and any other supplemental perils or other perils shall be paid as follows:
 - (i) if the proceeds are less than Two Hundred Thousand (\$200,000) Dollars, to the Corporation which shall apply the same to the repair and restoration of the damage or loss, or
 - (ii) if the proceeds are equal to or in excess of Two Hundred Thousand (\$200,000) Dollars, to the Insurance Trustee if one has been appointed by the Board on behalf of the Corporation, who shall apply such proceeds to the repair and restoration of the damage or loss, save as hereinafter provided.

In the event that it is resolved by a Special Resolution of the Corporation or is ordered by a Court that the Corporation shall not repair or restore the damage, or that the Corporation shall then be terminated as to some or all of the Units, then the Insurance Trustee shall apportion the proceeds between all those Owners whose Units or Common Property interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear), and shall pay such proceeds as follows:

- (iii) firstly, to the Mortgagees of all Units that are affected by the damage as their interests may appear and to the extent that loss is apportioned to their respective Units (the Mortgagee's priorities to accord with their priorities as encumbrances against the respective Units);
- (iv) secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees and the Corporation, and shall make a just and equitable apportionment. Notice of any apportionment proposed by the Insurance Trustee shall first be notified to all the Owners and to all the Mortgagees whose mortgages are registered at the Land Titles Office or who have notified the Corporation of their interests, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. Any notice under this paragraph that is given by mail shall be given by prepaid registered mail. If any of such parties shall dispute the apportionment made by the Insurance Trustee, then such party must notify the Insurance Trustee in writing within thirty (30) days of receipt of notice. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party shall dispute the proposed

distribution then the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under the Act (or provisions passed in substitution therefore), and the distribution shall be settled and determined by such Court on such terms as it may deem just and equitable.

- (v) Nothing in this By-law shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of the Ownership or use or occupation of their Unit or Dwelling House, or their personal liability as permitted by the Act, or otherwise as may be permitted by law.
- (w) An Owner shall carry personal liability Insurance on his or her own Unit and Dwelling House and insurance (including theft and other perils) on his or her personal possessions and chattels, provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by and Owner. Should an owner receive authorization to install a Hot Tub, in that event the owner shall obtain no less than \$1,000,000.00 public liability insurance, and such insurance shall contain a provision the saves the Corporation harmless. Further, the owner shall provide proof of such insurance upon installation of the hot tub and each year thereafter, or upon the request of the Board to provide proof of such insurance.
- (x) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchase by the Owners or their Mortgagees.
- (y) All fire and extended peril policies must insure the interest of the Owners and the Corporation as their respective interests may appear, with standard Mortgagee endorsements attached, and shall also contain the following provisions:
 - (i) waivers of subrogation against the Corporation, its Manager(s), agents, employees, and servants against the Owners and any member of the household or guests of the Owner, Tenant or Occupant of a Unit, except for arson or fraud;
 - (ii) waivers of any defence based on co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis as long as the following assessment requirements hereinafter stated are met), or of invalidity arising from the conduct of or any Act of omission or breach of statutory condition of any insurance policies;
 - (iii) all policies of insurance of any Owner shall provide that the same shall be primary insurance in respect of any other insurance carried by the Corporation;
 - (iv) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the Common Property may cease to be governed by the Act; and
 - (v) that loss shall be payable as aforesaid.
- (z) Policies of physical damage insurance may only contain co-insurance on a stated amount basis (and not on any other basis) and only if and as long as the requirements to assess set out in the subparagraph(s) below are met. The following shall apply to policies of physical damage insurance:
 - (i) all policies of physical damage insurance shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners or any of them. Such policies shall also provide that the Insurance Trustee shall have the right at its sole option to obtain (to the extent permitted

by law) a cash settlement (without deduction for depreciation) in the event of substantial damage to the Common Property and the determination by Special Resolution of the Corporation or by order of a Court of Law having jurisdiction in that behalf, to terminate the condominium status of the Corporation, and the insurer's option to reconstruct the damaged premises shall be deleted or waived;

- (ii) the Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with the authority to adjust and settle losses in respect of all policies of insurance effected by the Board; and
 - (iii) prior to obtaining any policy of fire insurance or any renewal thereof, the Boards shall obtain from a qualified person an assessment of the full replacement value of the Dwelling Houses, the Units and the Common Property, and all property of the Corporation; and the Board shall review the insurance coverage and maintain it at the levels required by these By-laws and suggested by the said assessment; provided that the failure to obtain a prior or any assessment shall not invalidate or affect any insurance coverage placed by the Corporation and copies of the assessment obtained from time to time shall be provided to any Owner, Purchaser or Mortgagee of a Unit who requests the same.
- (aa) Subject to the appointment of an Insurance Trustee, the Corporation and the Board shall have the right on behalf of itself and as agent for the Corporation and the Owners, to adjust any loss and settle and claims with respect to all property loss insurance placed by the Corporation, and give such releases as are required, and any claimant, including the Owner of the damaged Dwelling House, shall be bound by such adjustment; provided, however, that the Board may in writing authorize an Owner to adjust any loss to his Dwelling House.
 - (bb) Where the Board has determined that there has been substantial damage to the Units, the Dwelling Houses or the Common Property, notice of such determination shall be given within ten (10) days thereof to all Owners and Mortgagees, with such notice to the Mortgagees to be sent by registered mail. Such notice may be combined with a notice of a meeting called for the purpose of voting whether to repair.
 - (cc) There shall be provision for a certificate or memorandum of all insurance policies to be issued as soon as possible to each Owner; renewal certificates or certificates of new insurance policies shall be furnished to each Owner on request.
 - (dd) The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Boards and the Owners against liability to third parties or to the Owners and their invitees, licensees or Tenants, incident to the Ownership or use of a Unit, the Dwelling Houses, and the Common Property or the Managed Property. Limits of liability under such insurance shall be not less than Two Million (\$2,000,000) Dollars for any one person insured or for any one accident. The limits and coverage shall be reviewed at least annually by the Board and increased at its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of the named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another insured.
 - (ee) All policies of insurance shall name as "Insured's" both the Corporation (i.e., "Condominium Corporation No. 0714655") and the Owners from time to time of all Units within the Parcel, and the Board shall also (as aforesaid) be covered under the liability policy.

- (ff) All policies of insurance shall provide that such policies may not be cancelled or substantially amended or modified without at least sixty (60) days prior notice in writing to all insured's.
- (gg) The Corporation shall, immediately upon the occurrence of any substantial damage, that is to say, any damage in excess of Two Hundred Thousand (\$200,000) Dollars to any of the improvements forming part of the Units, the Dwelling Houses, or the Common Property, notify the Mortgagees of such damage, such notice to be given by personal delivery or by registered mail.
- (hh) The limits of coverage of all policies of insurance obtained and maintained by the Corporation shall be reviewed at least annually by the Board and increased at its discretion.
- (ii) At least every three years, the Board shall obtain an insurance review to determine the full replacement value of the Dwelling Houses, the Units, and Common Property, and the Managed Property (where such property is not included as part of the Units), and all other property owned by the Corporation.
- (jj) In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due, in the opinion of the Board, acting reasonably, to an act or omission of an Owner, occupier, or Tenant of an Owner or members of their families or guests, invitees or licensees of such Owner or resident, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid (or payable) by the Corporation with respect to the loss for which the claim is made, the amount of the same to be recovered by the Corporation as a contribution towards all other costs, charges, liabilities arising out of the loss that may be sustained or incurred by the Corporation.

52. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

- (a) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units and, without limiting the generality hereof, shall include the following:
 - (i) All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - (ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - (iii) All charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property not designated as a privacy area;
 - (iv) All charges on account of lighting fixtures situated on any Unit owned by the Corporation or on Common Property except the balcony or patio light fixture on every Unit;

- (v) All charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or Common Property for which the Corporation is responsible under these By-laws;
 - (vi) All costs of furnishings, tools and equipment for use in and about the project facilities or amenities including the repair, maintenance and replacement thereof;
 - (vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act;
 - (viii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering (including replacement reserve fund studies) fees and disbursements;
 - (ix) All reserves for repairs and replacement of Common Property and portions of Units or buildings, the repair and replacement of which is the responsibility of the Corporation;
 - (x) Maintenance and washing of windows, and of the exteriors walls and other structural costs of the building;
 - (xi) The cost of maintaining fidelity bonds as provided in these By-laws;
 - (xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - (xiii) The allocable or pro rata portion of any cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for the purposes of operating or maintaining Common Property.
- (b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit:
- (i) A copy of the budget for the ensuing fiscal year; and
 - (ii) A notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Such assessment shall be made to the Owners in proportion to their Unit Factors.
- (c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements (see: "Capital Replacement Reserve Fund").
- (d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property and is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. The Corporation may by resolution determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure.
- (e) The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or Corporation to whom the Corporation shall direct payment to be made

from time to time, in twelve (12) equal consecutive monthly installment payable, in advance on the first day of each month, the first installment to be made on the first day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.

- (f) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.
- (g) The Corporation shall, on the application of an Owner, purchaser or mortgagee or solicitor for an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) days receipt of such application, signed by the officers or the Manager under corporate seal and certifying all those matters provided for in section 39(6) and section 44 of the Act:
 - (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the manner in which the contribution is payable;
 - (iii) the extent to which the contribution has been paid by the Owner; and
 - (iv) the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein, and the Corporation and all Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Owner, but this shall not prevent the enforcement against the Owner of all or any obligations of the Owners whether improperly stated in the Certificate or not.

- (h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as required by that person:
 - (i) a statement setting forth the amount of any contributions due and payable in respect of a Unit;
 - (ii) the particulars of
 - A. any action commenced by or against the Corporation and particulars of any documents served upon the Corporation;
 - B. any unsatisfied judgment or order for which the Corporation is liable; and
 - C. any written demand made upon the Corporation for an amount in excess of \$5,000.00 that, if not met, may result in an action being brought against the Corporation;
 - (iii) the particulars of or a copy of any subsisting management agreement;
 - (iv) the particulars of or a copy of any subsisting recreational agreement;

- (v) a copy of the current budget of the Corporation;
 - (vi) a copy of the most recent financial statement of the Corporation;
 - (vii) a copy of the By-laws of the Corporation;
 - (viii) a copy of any minutes or proceedings of a general meeting of the Corporation or of the Board;
 - (ix) the particulars of or a copy of any subsisting lease of exclusive use agreement with respect to the possession of any portion of the Common Property;
 - (x) the amount held in any Capital Replacement Reserve Fund;
 - (xi) the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xii) any structural deficiencies in the project;
 - (xiii) the particulars of any post-tensioned cables that are located anywhere on or within the Project;
 - (xiv) in the case of a mortgage, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.
- (i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any installments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
- (j) The Board or the Manager supplying any documents required to be provided in these By-laws by the Act, shall be entitled to charge a reasonable fee for the production thereof.

53. SPECIAL ASSESSMENTS

If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet those expenses, the Corporation may assess and collect a special contribution of assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to their Unit Factors. All such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

54. DEFAULT IN PAYMENT OF ASSESSMENTS

Default in payment of assessments and lien for unpaid assessments, installments and payments:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be a lien against such estate of interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title of interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, installment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, installment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such other remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner.
- (b) Any other Owner or person, firm, or Corporation whatsoever may pay any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date of the payment by the Owner in default with respect to a Unit, and upon such payment, such party, person, firm or Corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same.
- (d) In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all Mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation.
- (e) In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments or payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice. PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered mortgage.

- (f) Notwithstanding all other provisions hereof the lien, charge or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a Unit title against which it has registered its mortgage.
- (g) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (including costs on a solicitor and his own client basis) in registering and discharging a Caveat which either the Manager of the Corporation expends as a result of any act or omission of the Owner, his servants, agents, licensees, invitees or Tenants which violates these By-laws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder of the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

55. ESTOPPEL CERTIFICATE

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not.

56. LEASING OF UNITS

- (a) In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Unit will comply with the provisions of the Act and of the By-laws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.
- (b) The Corporation is authorized to:
 - (i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these By-laws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - (ii) give notices to give up possession of residential Units under Section 54 of the Act; and
 - (iii) make applications to the Court under Sections 55 and 56 of the Act.
- (c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these By-laws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the Tenant shall deduct from rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.

57. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any By-law does not affect the validity of the remaining By-laws, which shall continue in full force and effect as if such invalid portion had never been included herein.

58. NOTICES

Unless otherwise expressly provided in the By-laws, service of any notice required to be given under the Act or under these By-laws shall be well and sufficiently given if sent by prepaid registered mail to the Owner or the Owners Tenant, at the address of the Unit or other known address or if left with him or some other adult person at the said address or to the Corporation at its address for service shown on the condominium plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received forty eight (48) hours after it is posted. An Owner, Tenant or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner, Tenant or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-laws.

59. NOTICE OF DEFAULT TO MORTGAGEES

Where a Mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the Mortgagee.

60. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors subject to the interests of any Mortgagees.

61. COMPANY WHICH IS MEMBER OF BOARD

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

62. ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and where a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these By-laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the

Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of the meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates his the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this By-law shall be made in writing under the hand of the representative making the same.

63. NO RECREATIONAL FACILITIES

No portion of the Common Property has been designated for recreational use, and no portion of the Common Property shall be used by any Owner for recreational use. Provided however, the interpretation of this clause shall not be so restrictively interpreted as to prohibit the utilization of the common areas for occasional or brief periods of physical activity.

64. PETS

An Owner shall be entitled to keep in a Dwelling House or Unit a maximum of 2 dogs or 2 cats, or one of each, provided that the pets do not create any unreasonable disturbance to neighbors or constitute a hazard to or harmful to any Common Property or to other Owners. In no event shall an Owner be entitled to keep an aggressive or noisy animal. An Owner of a pet shall be required to keep the Unit in a clean and reasonable state of cleanliness (i.e., attend to the routine collection and removal of excrement from animal litters within the boundaries of a Unit) and the Owner of a pet shall keep the Common Property clean of all excrement which the pet litters on the Common Property or the Managed Property, or if the pet causes damage to the Unit or Common Property or the Managed Property, the Owner shall be responsible for costs of repair for such damage. If an Owner has a pet that is aggressive or noisy, or if an Owner fails to maintain and control his pet in a reasonable manner, in the opinion of the Board, acting reasonably, on notice from the Board, the Owner may be required to either contain the pet within the confines of the Unit or the Dwelling House (as the case may be), or alternatively, to remove the pet from the Unit or Dwelling House. No pet of any kind shall be allowed to run at large over any portion of the Common Property further when unit Owners animals our in the exterior of the unit, including exclusive use or privacy areas the animals shall be tethered or leashed. All owners shall treat their pets at all times with dignity and respect and provide all the necessary care and attention that the pet may require.

65. EASEMENTS

Each Owner acknowledges and agrees that he or she is bound by certain easements respecting the Unit, as per Condominium Property Act of Alberta. In addition, each Owner further agrees that there is implied, in respect of each Unit, the following:

- (a) in favor of the Corporation and Owner of each Unit, and as appurtenant to the Unit, easements for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, air and other services including telephone, radio, television or telecommunication 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 Dwelling House, the Unit, or the Common Property;
- (b) as against the Owner of the Unit, easements to the extent that any portion or part of the driveway, porch, patio, deck, eaves, eaves troughs, footings or such other structure shall encroach upon any Unit, Dwelling House or garage;

- (c) in favor of the Corporation, or the Manager, its employees, agents, and servants, the right to access and egress, the Unit or the Dwelling House together with all necessary equipment for the purposes of maintenance and repair of the Managed Property, of the fencing and lawn maintenance, on the Unit or the Dwelling House;
- (d) in favor of the Owner of the Unit, and as appurtenant to the Unit, the right of access and egress in, through, or over the Common Property, or the Unit, as the case may be for the purpose of ingress and egress to and from the Unit.

The proprietor of any utility service that provides service to the Parcel, to any Unit or Dwelling House on it, is entitled to the benefit of any of the easements contained in this By-law that are appropriate to the proper provision of that service, but not to the exclusion of the proprietor of any other utility service.

All ancillary rights and obligations reasonably necessary to make an easement effective apply in respect of easements set out herein, including the right of an Owner of any dominant tenement to enter a servient tenement and to replace, renew or restore anything the dominant tenement is entitled to benefit from, subject to the obligation of the Owner of the dominant tenement to use best efforts to maintain the utility service in the originally designated area where reasonably possible.

66. RESTRICTED DEVELOPMENT OF UNITS AS RESTRICTIVE COVENANT

- (a) No Owner shall improve, develop, construct, or otherwise modify the exterior of his Dwelling House, or Unit.
- (b) The Corporation is hereby empowered and the Board is authorized on behalf of the Corporation to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with this By-law and in order to enforce this restrictive covenant, including the imposition of sanctions.
- (c) The provisions of this Restrictive Covenant have been implemented to ensure the regular maintenance and upkeep of all Units and the Dwelling Houses within the Parcel, and to ensure continuity and consistency in the construction and maintenance of Units and the Dwelling Houses, and therefore shall not be altered or changed unless by the Owners pursuant to a special resolution passed pursuant to the provisions of these By-laws.
- (d) The Board of Directors has the power on behalf of the Corporation to direct that this Restrictive Covenant may be registered against the title to the Units located within the Parcel. Each Owner hereby acknowledges their consent to the registration of such Restrictive Covenant against the title to their Unit, in the event it is so directed by the Board of Directors.

67. MANAGED PROPERTY

Each Owner shall, in respect to the Managed Property located on or relating to his Unit or Dwelling House:

- (a) Permit the Corporation (and anyone who is an agent for or authorized or directed by the Corporation) to enter his Unit or Dwelling House for any and all purposes of inspection, maintenance, repair, upkeep, cleaning and control of the managed Property as if the same were Common Property;

- (b) Adhere to, comply with and strictly observe this By-law and all rules, regulations, By-laws, resolutions and other requirements of the Corporation and its insurers as the same relate to the managed property; provided that in the absence of anything expressly to the contrary, the rules, regulations, By-laws, resolutions and other requirements as shall apply to the Common Property shall apply to the Managed Property;
- (c) Shall not, in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and responsibilities arising hereunder or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property; and
- (d) Shall not in any manner whatsoever without first obtaining the consent of the Board, change, improve, alter, adjust, remove, disfigure or otherwise disturb the managed property or any part or component thereof.

68. PRIVACY AREAS AND PARKING AREAS

- (a) The Owner of a Unit shall have the exclusive use of any balcony or patio area immediately adjacent and affixed to his Unit and the parking area in front of the unit, to which he has sole access and the same shall constitute a Privacy Area granted to an Owner. Any landscaping or decoration of balconies or patios may only be carried out after the express written consent of the Board has been obtained and the maintenance of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use.
- (b) The Board may, in addition to other restrictions set out in these By-laws, specify and limit the nature and extent of the use or uses of any such Privacy Area assigned or designated by it hereunder.
- (c) Even though such Privacy Area may be included in the condominium plan as part of a condominium unit, and not an area leased pursuant to Section 50 of the Act, any such Privacy Area shall be maintained in a clean and tidy condition at the sole expense of the Owner to whom it has been assigned; PROVIDED THAT the Board may, in addition to the responsibilities of the Owner, share responsibility with such Owner for removing ice, slush, snow and debris from the driveway, common walkways and outside parking areas, sweeping the driveway and structurally maintaining fences, parking areas, balconies, patios and walkways located in Privacy Areas and Parking Areas to a standard considered reasonable by the Board.
- (d) If the Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance problem corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.
- (e) The term 'Privacy Area' does not include any fence, rail or similar structure bordering any designated privacy area.
- (f) The Corporation, at its option, may require any Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.

- (g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and re-pass over, ingress and egress from and occupy any and all parts of such privacy area for the purpose of carrying out any of the duties or functions of the Corporation.

69. REALTY TAXES

The realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the condominium project shall be assessed and imposed in accordance with the provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

70. INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every member of the Board, manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by ordinary resolution require that all members of the Board be bonded by a recognized bonding institution in an amount not less than Ten Thousand (\$10,000.00) Dollars, the cost of such bonding to constitute a common expense of the Corporation.

71. NON-PROFIT CORPORATION

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

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

72. USE AND OCCUPANCY RESTRICTIONS

- (a) In this By-law:
- (i) "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;
 - (ii) "Owner" includes a Tenant.
- (b) Unless the Owner is the Developer exercising the rights contained herein, an Owner **shall not**:
- (i) use his Unit or any part thereof, for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant Municipal By-law or for any purpose which may be illegal or injurious to the reputation of the project;
 - (ii) make or permit noise in or about any Unit of the Common Property or allow any odor to emanate or escape from his Unit which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit that in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners. No workmen or contractor shall be permitted to do any work in any Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m. on weekdays or on Saturdays, Sundays or legal holidays without the prior consent of the Board;
 - (iii) keep or allow any animal, snake, reptile, livestock, fowl or pet of any kind (other than birds, fish or small animals restrained at all times inside the Unit) at any time to be in his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days notice to that effect. All dogs approved must be hand leashed and kept under control at all times. Any municipal By-laws in effect in the Municipality of Crowsnest Pass with regard to animals at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce Municipal By-laws on the Common Property;
 - (iv) use or permit the use of his Unit other than as a single family dwelling or for a purpose other than for residential purposes;
 - (v) permit his Unit to be occupied as a place of residence exceeding numbers permitted by any Municipal or Provincial law of authority;
 - (vi) do any act or permit any act to be done, or alter or permit to be altered his Unit or residence in any manner, which will alter the exterior appearance or the structure comprising his or any other Units;
 - (vii) permit laundry to be hung in an unsightly manner;
 - (viii) erect or place any building, structure, tent or trailer (either with or without living, sleeping or eating accommodation) on any parking Unit or on the Common Property or on any privacy area assigned to him without the prior written consent of the Board;

- (ix) permit, erect or hand over or cause to be erected or to remain outside any window or door or any other part of the Unit, residence or on the Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property except as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board;
- (x) overload existing electrical circuits or store any combustible inflammable or offensive goods, provisions or materials in his Unit, his residence or on the Common Property, normal cleaning products and related household goods exempted;
- (xi) do anything or permit anything to be done in his Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xii) do anything or permit anything to be done by any occupier of his Unit in his Unit, or upon the Common Property that is contrary to any statute, ordinance, By-law or regulation or any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- (xiv) deposit customary household refuse and garbage outside his Unit other than in proper secure garbage bags placed in the garbage cans and out of sight. All bulk waste items such as discarded household furnishings, which the Municipality of Crowsnest Pass Sanitation Department will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense;
- (xv) erect, place, allow, keep or display signs, billboards, advertising matter, realtor lock boxes or other notices or displays or any kind on the Common Property including any privacy area assigned to him or in or about any Unit in any manner which make the same visible from the outside of the Unit without the prior written consent of the Board;
- (xvi) permit any member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- (xvii)
 - A. use the common driveway or roadway or any part of the Common Property other than for ingress to and egress from a Unit;
 - B. wash motor vehicles except in such a manner and at such times as the Board may from time to time by regulation set forth or direct;
 - C. carry out any repairs or adjustments to motor vehicles on the project;

- D. allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored in a driveway or on the Common Property for more than 48 hours or with a written permission of the Corporation. Corporation may deny this right if the privilege is abused. A motorcycle may be parked in a exclusive use parking area;
 - E. drive any motor vehicle on the Common Property at a speed in excess of 15 kilometers per hour or in any manner that the Board, in its sole discretion, deems to be hazardous or dangerous;
 - F. allow a visitor to park his motor vehicle anywhere in the project except in a stall designated by the Board for visitor parking, if any;
 - G. allow any propane powered motor vehicle to be brought into, kept or stored in a garage;
 - H. park or store any motor vehicle or allow any member of its household to park or store any motor vehicle on those areas of the project designated for Visitor parking for more than 48 hours. Corporation may deny this right if the privilege is abused. Obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, guests or visitors or their vehicles;
- (xviii) shake mops or dusters of any kind nor throw anything out any windows of his Unit, residence or on the Common Property, nor permit anything of this kind to be done;
 - (xix) allow his Dwelling House, Unit, or privacy area assigned to him to become unsanitary or unsightly in appearance;
 - (xx) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to his residence or any structural alterations to be made to the outer boundary or any residence including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
 - (xxi) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which is it constructed;
 - (xxii) allow the area around his premises to become untidy. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
 - (xxiii) be responsible for ice and snow removal other than from his own front and back steps and balcony or patio ;
 - (xxiv) use the balcony or patio or other areas outside his building for the storage of personal belongings or other goods and chattels or allow or cause any household or personal

effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household and personal effects or articles belonging to an Owner's household be put away inside the Unit when not in actual use, however, lawn furniture or a barbecue on a balcony or patio is permitted. Bicycles are to be put in the Owners' respective garages;

- (xxv) feed or harbor pigeons, gulls or other birds from the balcony or windows of his Unit or on the Common Property;
 - (xxvi) render a Unit unfit for human habitation;
 - (xxvii) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;
 - (xxviii) cook on a balcony other than using a gas or propane barbecue;
 - (xxix) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems utilities areas, building maintenance, storage areas not specifically assigned to him, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the project generally;
 - (xxx) use or permit to be used any foil or other opaque material to cover windows;
 - (xxxi) use or permit any member of his household, guests, visitors to use any of the recreational facilities or amenities or any portion of the Common Property except in strict accordance with any rules and regulations therefore which may be established by the Board from time to time and upon publication of a rule or regulation so made by the Board, the same shall be binding upon each occupier of a Unit, his visitors and guests and any violation of such rules or regulations may result in the loss of use of the recreational amenities for a period as decided by the Board.
- (c) An Owner shall ensure that his occupants comply with those requirements that the Owner must comply with under Subsection (a) and (b) hereto and, upon request of the Corporation, obtain from the Tenants or have the Manager who leases the Units on behalf of the Owners obtain from the Tenants an undertaking, in writing, to the following effect:
- "I, _____, covenant and agree that I, the members of my household and my guests from time to time will, in using the Unit rented by me, any privacy areas relating to the Unit and all Common Property, comply with the Condominium Property Act, the By-laws and all rules and regulations of the Corporation during the term of my tenancy."
- (d) The restrictions in use of Units shall have the following purposes:
- (i) to provide for the health and safety of condominium occupants;
 - (ii) to maintain the Common Property and Units in such a manner as to preserve property values; and
 - (iii) to develop a sense of community.

73. AMENDMENT OF BY-LAWS

These By-laws, or any of them, may be added to, amended or repealed by special resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and Mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal thirty (30) days prior to the date of any such special resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal.

74. CHANGE OF LEGISLATION

Should the Act be amended and changed in the future, then these By-laws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act and to use all remedies available to it under the Act.

75. MEDIATION AND ARBITRATION

Any dispute respecting any matter arising under these By-laws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act (Alberta)*

76. DEVELOPERS OBLIGATIONS TO COMPLETE

The Developer covenants and agrees with the Corporation as follows:

- (a) to complete the Common Property, and all amenities thereto, and the fencing and landscaping on the Units and/or the Parcel in a good and workmanlike manner in accordance with the plans of the Developer;
- (b) to warrant to the Corporation that the Developer will remedy any defects in the structural, mechanical, plumbing, or electrical construction for workmanship relating to the Common Property, the landscaping, and the perimeter and backyard fencing and amenities with respect thereto, of which the Developer receives notice within one (1) year from the turnover date and transfer of title with respect to the Common Property;
- (c) to keep the Common Property and the Units free and clear of all liens, claims or encumbrances by or through the Developer.

All of the covenants contained in this clause shall be provided at the sole cost and expense of the Developer.

77. RELEASE AND DISCHARGE OF DEVELOPER

Following substantial completion, and the transfer of title and possession of not less than 75% of the Units in each phase of the Project (if more than one phase is anticipated), the Developer shall deliver to the Corporation a certificate certifying substantial completion of the Common Property (including all amenities thereon) and completion of fencing and landscaping and noting any deficiencies in connection therewith. Subject to completion of any deficiencies noted in the certificate of substantial completion, and

in compliance with the Developer's warranty of one year from the turnover date, the Corporation shall acknowledge to the Developer that the Developer is released from all liabilities to the Corporation in any way arising out of the construction and development of the Common Property, the fencing and/or landscaping in that particular phase.

78. CONSENTS AND ASSURANCES BY CORPORATION

a) Subject to compliance with any requirements imposed by the Municipality of Crowsnest Pass for the development of the Parcel, and of the Bare Land Units or redivision thereof, as well as design and construction of the Dwelling Houses, the design and construction of the Common Property shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of the Common Property, or the dwelling Houses, on the Units. Notwithstanding anything in these By-laws to the contrary, the Developer has the right to enter into, execute and deliver, on behalf of the Corporation, all consents, plans, leases, easement, crossing agreements, utility rights-of-way, licenses, deeds, and any other documents or assurances as the Developer may require. In such event, the Corporation shall be and is obliged and required to and shall assume, accept, and be bound by an assignment of all such consent, plans, leases, easements, crossing agreements, utility rights-of-way, licenses, deeds, and all other documents and assurances that have been entered into by the Developer in contemplation and completion of the Common Property by the Developer and in fulfillment of the Developer's obligations to the Owners. A member of the Board of Directors or officer of the Corporation shall have the power on behalf of the Corporation, with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and if required, under its seal, any such consents, plans, leases, easements, crossing agreements, utility rights-of-way, licenses, deeds, documents, or other assurances required by the Developer and the said member or officer executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing.

Costs of Development and Redivision

b) Nothing in these By-laws shall require the Corporation to incur any cost, charge or expense in relation to the construction of the Buildings, the construction or installation of any amenities planned by the Developer or the redivision of any Bare Land Unit by the filing of a Redivision Plan, all of which costs shall be borne by the Developer.

Pre-Requisite to Redivision

c) Prior to the registration of a Redivision Plan with respect to a Bare Land Unit and the portion of the Building thereon, the Developer as owner of the Bare Land Unit hereby covenants with the Corporation:

- i) To complete all amenities with respect thereto in a good and workmanlike manner in accordance with the plans of the Developer;
- ii). To warrant the Corporation that the Developer will remedy any defects in the structural, mechanical or electrical construction or workmanship relating to the utilities and amenities as aforesaid, of which the Developer receives notice within one (1) year from the date of substantial completion with respect to such Building;
- iii) To transfer to the Corporation concurrent with the registration of the Redivision Plan and for the nominal sum of One (\$1.00) Dollar, the Common Property created by the

Redivision Plan and the Equipment in the Building related there to free and clear of all encumbrances; and

- iv) To keep the Common Property free and clear of all liens, claims and encumbrances incurred by or through the Developer, all at the expense of the Developer. The Corporation shall agree to accept and register, at the expense of the Developer, the transfer of the Common Property concurrent with the registration of the Redivision Plan.

79. General Provisions

The following matters require a Special Resolution being passed by the Owners:

- a. Any reconstruction or alteration of any roadway located on the Parcel;
- b. Change, amend or repeal of these By-laws, and any such change, amendment or repeal of a By-law shall not take effect until the Corporation files a copy of it with the Registrar at the Land Titles Office and the Registrar has made a memorandum thereof on the Condominium Plan; or
- c. Termination of the condominium status of the Corporation.

CERTIFICATION

I, Lois Mumey, Secretary of Condominium Corp No. 0714655, certify these By-laws to be the authorized By-laws of the Corporation.

DATED at the Municipality of Crowsnest Pass, Alberta this ___ day of November, 2007.

Lois Mumey
Secretary

Memeco Properties: Condo/Bylaws/Version 2 9 NOV 07.