

BYLAWS

THE OWNERS: CONDOMINIUM PLAN NO. 831 1933

MADISON HEIGHTS

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PART I: DEFINITIONS AND APPLICATION

1. Definitions and Application

These bylaws have been enacted by THE OWNERS: CONDOMINIUM PLAN NO. 831 1933 to replace the bylaws set out in the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto. The following definitions shall apply to all parts of these bylaws:

- a. "Act" means the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000 as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act and any regulation or regulations which may be made pursuant to such Act;
- b. "Apartment Unit" means one of the condominium apartment residence units shown on the Condominium Plan;
- c. "Apartment Unit Restriction" means the use restrictions on Apartment Units herein provided and use restrictions applicable to Apartment Units under the provincial, municipal and other laws applicable to the Apartment Units;
- d. "Board" means the Board of Directors elected pursuant to Part III of these bylaws;
- e. "Building" means the high-rise condominium buildings situate on the Parcel and improvements thereto made from time to time;
- f. "Bylaws" mean the bylaws of the Corporation, as amended from time to time;
- g. "Common Expenses" mean all expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses or administrative expenses or contributions or reserve funds in the Act or these Bylaws;
- h. "Common Property" means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan;
- i. "Condominium" means the land and Building situate on the Parcel and all appurtenances thereto;
- j. "Condominium Plan" means the condominium plan registered under the Act and referred to as Condominium Plan No. 831 1933
- k. "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
- l. "Door" means and includes the door, hinges, locks, door frame, door jambs, mullions, screens and slider strollers for patio doors, and all locks and doorknobs and other hardware on the door;
- m. "Insurance Trustee" means the law firm of Reynolds, Mirth, Richards & Farmer LLP, barristers and solicitors, of Edmonton, Alberta, or if such firm should decline or discontinue or be unable to act as trustee then a trust company licensed to act as a trust

- company in Alberta or another law firm carrying on business in the Province of Alberta, having no fewer than 10 lawyers in partnership, selected from time to time on ordinary resolution of the Corporation;
- n. "Manager" means a person, firm or corporation appointed as manager pursuant to Bylaw 15(l) hereof;
- o. "Mortgagee" means the holder of a mortgage registered against the title to one or more Units;
- p. "Ordinary Resolution" means a resolution:
- i. passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or
 - ii. in writing signed by a majority of all the 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 Bylaws and representing not less than fifty (50%) percent of the unit factors for all of the units;
- q. "Owner" means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property;
- r. "Parcel" means the land comprised in the Condominium Plan;
- s. "Parking Restriction" means:
- i. the restrictive covenant or covenants registered against the Parking Units from time to time; and
 - ii. the use restrictions on Parking Units herein provided and use restrictions applicable to Parking Units under the provincial, municipal and other laws applicable to the Parking Units;
- t. "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
- u. "Privacy Areas" means those areas being part of the Common Property, which comprise balconies and patios immediately adjacent to each Apartment Unit and Doors and Windows adjacent thereto, the area and location of which are shown on the Condominium Plan or if not shown shall be determined by the Board from time to time, and which areas are suitable for private use in conjunction with the respective adjoining Apartment Unit;
- v. "Special Resolution" means a resolution
- i. passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than 75% of the total unit factors for all the Units, or

- ii. signed by not less than 75% of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the Bylaws and representing not less than 75% of the total unit factors for all the Units;
- w. "Unit" means an area designated as a unit by the Condominium Plan;
- x. "Unit factor" means the unit factor for each Unit as more particularly described in the Condominium Plan; and
- y. "Window" means and includes the window panes, frames, sash, screens, mullions, locks and other hardware and all other parts of a window unit.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.

These Bylaws are to be read with all changes of number and gender required by the context.

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

PART II: THE OWNERS

2. Duties of Owners

An Owner shall:

- a. permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit and any adjacent Privacy Areas for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, sewers and other facilities for the furnishing of utilities or services for the time being existing in, on or under the Unit and capable of being used in connection with the enjoyment of any other Unit or Common Property, or for the purpose of maintaining, repairing or renewing Common Property, or for the purpose of ensuring that the Bylaws are being observed, or for the purpose of dealing with defaults or Bylaw breaches in the Unit or by Unit occupants;
- b. at all times when the outside temperature falls below 0 degrees Celsius, keep and maintain heating in operation within his Apartment Unit to a temperature that ensures against pipe freezing in the Unit or any adverse impact whatsoever on adjoining Apartment Units or their heating or their use and enjoyment;
- c. forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;

- d. repair and maintain his Unit and all heating, air conditioning, mechanical, electrical and plumbing equipment, appliances, fixtures and facilities on or in his Unit or on adjacent Privacy Areas and also all patio or balcony Doors and Windows (whether or not such Doors or Windows are Common Property) on Apartment Units in good and substantial repair and well groomed and in neat and tidy condition; provided that the replacement of any appliances are pre-approved by the Board in writing and are installed by a professional, where the Board requires it, and proof of permitting is provided to the Board, where applicable and as required by the Board, and provided that any replacement of balcony or patio Doors must be made with Door types and quality and to specifications and by installers approved by the Board and must be installed to standards acceptable to the Board;
- e. use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- f. not use his Unit or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will cause any insurance maintained by the Corporation to be cancelled or declined or its premium rates increased or that will cause nuisance or hazard to any occupier of a Unit (whether an Owner or not) or the family of such an occupier;
- g. notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- h. ensure that he and his family, tenants, visitors and other occupants of his Unit follow and comply with the Bylaws and regulations of the Corporation in force from time to time, as well as the Parking Restriction and the Apartment Unit Restriction, and in that regard no Apartment Unit Owner shall lease or grant possession of his Unit until he causes the tenant or other occupant to deliver to the Corporation an agreement signed by the tenant or other occupant and members of their household and their guests from time to time will in using the Unit and the Common Property elements, comply with the Act, the Bylaws and all rules and regulations of the Corporation during the term of their tenancy or occupation, as well as the Parking Restriction and the Apartment Unit Restriction. Nothing herein or in such agreement shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws and all restrictions by all persons leasing or occupying his Unit;
- i. at all times, comply with and perform, and cause all users of his Parking Unit or Units to comply with and perform, the obligations prescribed by the Parking Restriction;
- j. at all times, comply with and perform, and cause tenants and other occupants of his Apartment Unit to comply with and perform, the obligations prescribed by the Apartment Unit Restriction and by the use and occupancy rules reasonably established by the Board for use of Common Property;
- k. pay to the Corporation when due all Common Expenses levied or assessed against his Unit together with interest on any arrears thereof at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved from time to time by Ordinary Resolution of the Corporation, calculated from the date due until payment;

- l. in all respects meet the requirements of Bylaw 49 hereof in the development, improvement, alteration, repair and other treatment of improvements on or in his Apartment Unit and adjacent Privacy Area;
- m. if any utilities, communication or other services, or pipes, wires, cables, ducts, conduits, transformers, or other facilities therefor, that are capable of being used or are used in connection with any other Unit or Common Property, shall at any time pass in, on, under, over or through the Owner's Unit then the Owner shall not in any way tamper, interfere with, damage or otherwise treat such pipes, wires, cables, ducts, conduits, transformers, or other facilities in any way whatsoever that may affect their use or enjoyment by other Unit Owners. Further, the Owner shall permit the Corporation and any and all suppliers of the utilities and services, including without limitation Epcor, Atco Gas, Telus, Videotron, Shaw, Enmax, Direct Energy, and the City of Lethbridge, and their successors and assigns and their respective contractors, agents, employees, and workmen, with or without equipment at all times and from time to time to enter upon the Unit to inspect, maintain, service, repair and replace the said pipes, wires, cables, ducts, conduits, transformers, or other facilities;
- n. repair and maintain and keep in good repair and condition at all times any and all furnaces, water heaters, barbecues, and other plumbing and heating apparatus at any time situate in or on the Owner's Unit or adjacent Privacy Area;
- o. not use the Privacy Area adjacent to his Apartment Unit for the storage of personal belongings or other goods and chattels except tasteful balcony or patio furnishings and such other items as may be permitted by the Board and as do not detract from the appearance of the Building or safety of any occupants;
- p. not leave any exterior Windows or Doors of an Apartment Unit open at any time that there is no person present inside the Unit or at any time when the outside temperature would pose a danger to or risk harm to Building plumbing;
- q. provide to the Board duplicate copies of any keys to the Apartment Unit entrance Doors for use for Unit access by the Manager or caretaker or other agent of the Corporation where permitted under these Bylaws;
- r. not alter or redecorate the exterior of an Apartment Unit entrance Door without the Board's prior written consent;
- s. not interfere with, damage, tamper with or otherwise obstruct or impede the function of the temperature monitoring devices (if any) maintained in the Owner's Apartment Unit as a monitor for temperature conditions that are a danger to or risk harm to Building plumbing and other facilities or enjoyment of Units by other Owners;
- t. not replace or install replacement balcony or patio Doors or Windows entrance doors without first obtaining written approval by the Board of the type, quality and specifications of and the proposed installer of the Windows or Doors to be installed;
- u. not install or affix any blinds or other window coverings not approved by the Board on or in the Unit nor in any way perforate or puncture the frames or mullions of any Windows;

- v. allow the Corporation and its contractors unfettered access to and use any window washing equipment anchors and equipment boxes on the Privacy Area for purposes of maintenance and care of exterior windows, curtain walls and other exterior elements of the Building; and Owners shall not (and shall not allow any occupants to) tamper or interfere with or in any way damage any such anchors, boxes, or equipment situate on or in their Privacy Area; and
- w. use all laundry rooms and facilities with the reasonable care as would be exercised by an owner of the same, to leave such rooms and facilities in a reasonably clean condition after use and not interfere with, damage or tamper with any such room and facilities.

PART III: THE CORPORATION

3. Board of Directors of the Corporation and Eligibility for the Board

- a. The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. The Board (subject to the following) shall consist of not less than three nor more than seven persons and shall be elected for a period of two (2) years at the first Annual General Meeting (Turnover Meeting) and the remaining persons for a period of one (1) year. At each subsequent Annual General Meeting those elected shall be elected for a period of two (2) years. All such elections shall take place at each annual general meeting (although members may also be elected at an extraordinary general meeting), but where there are not more than three Owners, the Board shall consist of all Owners or such person or persons in such number as the Owners of all Units may designate. If a Unit has more than one Owner, only one such Owner may sit on the Board at one time;
- b. Ownership of a Unit is not necessary for election to or membership on the Board and any person who has attained the age of majority shall be eligible for nomination and election to the Board; provided that no Owner who is indebted to the Corporation for an assessment or assessments which are more than 30 days overdue after written notice of default shall be eligible for election to or membership on the Board; and
- c. 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.

4. Removal or Disqualification From the Board

- a. Except where the Board consists of all the Owners or a representative appointed by all the Owners, the Corporation may by resolution at an extraordinary general meeting remove any member of the Board before the expiration of his term of office and appoint another person in his place to hold office until the next annual general meeting;
- b. The office of a member of the Board shall, ipso facto, be vacated:
 - i. if he becomes bankrupt;
 - ii. if, being more than 30 days in arrears in payment of any instalments or payments required to be made by him as an Owner as herein set forth, he fails to cure his

default within ten (10) days after written notice from any other Board member requiring him to cure such default;

- iii. if he becomes of unsound mind or mentally incompetent, or dies;
- iv. if he is convicted of an indictable offence;
- v. if he resigns his office by writing, served upon the Corporation;
- vi. if he be absent from meetings of the Board for three (3) months without leave and his co-members resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated.

5. Casual Vacancy

Any casual vacancy on the Board may be filled by resolution of the remaining persons on the Board until the next annual general meeting of the Corporation.

6. Quorum for Meeting of the Board

Except where there is only one person who owns all Units in the condominium (in which case there will be no quorum requirement), 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 the Board 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 notice of the meeting. Attendance at a meeting of the Board may be by telephone, video or electronic means provided that all Board members have the ability to hear one another.

7. Chairman of the Board

The President and in his absence the Vice-President (if any) of the Corporation shall act as chairman of each meeting of the Board. If neither shall be present then at the commencement of the meeting the Board shall elect a chairman for the meeting. The chairman shall have a casting as well as an original vote, and if any chairman vacates the chair during the course of a meeting the Board members present at the meeting shall choose in his stead another chairman who has the same rights of voting.

8. Voting at Board Meetings

At meetings of the Board all matters shall be determined by simple majority vote.

9. Duties of the Corporation

The Corporation shall:

- a. control, manage and administer the Common Property and property owned by the Corporation for the benefit of all the Owners and for the benefit of the entire project;
- b. do all things required of it by the Act, these Bylaws, the Common Property rules and other rules and regulations of the Corporation in force from time to time;

- c. where practical establish and maintain suitable lawns and gardens on the exterior Common Property;
- d. maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, sumps, sewers, transformers, pedestals, light standards, fire hydrants and other facilities for the furnishing of utilities and services and common area lighting for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
- e. upon written request therefor made by a Unit Owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such Owner or Mortgagee, provide such Owner or Mortgagee with either a duplicate original or certified copy of all insurance policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies; and further shall, without request therefor being required, provide the same to the registered first Mortgagee of any Unit who has notified the Corporation of its mortgage, including all renewal certificates or replacing policies issued at any time and from time to time while such mortgage remains undischarged;
- f. call a general meeting of the Owners and Mortgagees within twelve (12) months after registration of the Condominium Plan;
- g. call a general meeting of the Owners and Mortgagees once in each calendar year, and in all cases allow no more than fifteen (15) months to elapse from one general meeting to the next;
- h. control, manage, administer, maintain and repair all land and chattels and other property whatsoever owned by the Corporation; provided that nothing herein shall obligate the Corporation to keep or retain any land or chattels or other property it may from time to time acquire;
- i. provide and maintain adequate garbage receptacles and garbage disposal facilities on the Common Property for use by all Owners and provide for regular collection therefrom;
- j. maintain and repair any Units owned by the Corporation and all Parking Units, notwithstanding that maintenance may be required as a result of reasonable wear and tear or otherwise;
- k. subject to any obligations imposed by these Bylaws or the Corporation upon any Owners to maintain any part of the Common Property (including without limitation Privacy Areas) over which such Owners are granted exclusive rights of use by the Corporation, maintain the Common Property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise;
- l. without limiting Bylaw 9.k. hereof, maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
 - i. all exterior surfaces of hallway, stairwell and Building lobby area doors;

- ii. roofing materials and exterior of roofs, exteriors of Apartment Unit and Building perimeter walls, curtain walls, eaves troughs and exterior drains, and exterior beams and trim;
- iii. all elevators, stairwells, hallways, lobbies, amenity areas, parkade entrances and driveways, and Building security systems to the extent situate on Common Property;
- iv. all Building exteriors, other than those parts of patio and balcony Doors and Windows and entrance Doors that are Owners' responsibilities hereunder;
- v. all utility services, boilers and furnaces within, on, in, under and through the Common Property;
- vi. all roadways, curbs, sidewalks, parking areas, fencing and other common facilities on the Common Property;
- vii. all common area lighting, fire hydrant, project mailbox and parkade entrance door facilities whether situate on Common Property or on Units;
- viii. all electrical power, water, sanitary sewer, storm sewer, natural gas, telephone, television cable and similar utility and communications lines that provide or are intended to provide service to more than one Unit, and pipes, wires, cables, ducts, conduits, transformers, pedestals, light standards, fire hydrants, and other facilities therefor; and
- ix. all structural components of the Building;
- m. provide and maintain in full force all such insurance as is required by the Act and by the provisions of these Bylaws to be maintained by the Corporation;
- n. 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 pursuant to Section 47 of the Act (or any provision passed in substitution therefor), and all building assessment reports provided under the New Home Buyers Protection Act of Alberta;
- o. provide landscaping, grounds keeping, gardening, snow and ice removal and similar services to outside areas to such standard as the Board may reasonably determine, and also to maintain and repair electric power, natural gas, telephone, water, sewer and television cable and other communication lines and other facilities in Common Property areas and also the common area lighting, fire hydrant and project mailboxes for the Parcel;
- p. obtain, secure and implement all reserve fund studies required to be obtained or secured or implemented under the Act;
- q. establish, levy, collect and administer Common Expense levies including reserve fund levies and reserve funds as required by law and as may be determined by the Board to be appropriate for the Corporation from time to time;

- r. determine, administer and deal with reserve funds for future maintenance of Common Property and property owned by the Corporation in accordance with the requirements of the Act;
- s. place and maintain for and on behalf of the Corporation and all Owners, fire, extended peril, third-party liability and other insurance as required from time to time under the Act or these Bylaws;
- t. the Privacy Area and balcony (or patio) Doors and Windows immediately adjacent to each Apartment Unit shall be for the sole use and enjoyment of the Unit Owner, his family, guests, tenants and lawful occupants of the Unit. The respective Owner of the adjoining Unit is hereby granted the irrevocable right to exclusive use and enjoyment of same. Such Privacy Areas, other than the balcony or patio Doors and Windows adjacent thereto, shall be maintained by the Corporation; but such Privacy Area, shall be kept clean and tidy by and all patio and balcony Doors and windows shall be kept in good repair by the Owner of the adjoining Apartment Unit;
- u. the Corporation shall, if and whenever reasonably required, grant exclusive use rights to the respective Apartment Unit Owners as described in the foregoing Bylaw 9.t., and shall enforce such exclusive use rights to and for the benefit of each respective proper Apartment Unit Owner and his family, tenants, guests and lawful occupants;
- v. the Corporation may grant exclusive rights to use and may restrict use of surface outdoor parking on the Parcel to Owners and invitees or to guest parking.

10. Powers of the Corporation

The Corporation may:

- a. purchase, hire or otherwise acquire personal and/or real property for use by Owners in connection with their enjoyment of Common Property or their Units or any of them, or for use by the Corporation in performance of its functions, provided that real property shall only be acquired or disposed of on approval by Special Resolution of the Corporation;
- b. borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow in excess of FIFTY THOUSAND and 00/100 (\$50,000.00) Dollars on any single occasion or incur aggregate indebtedness at any time exceeding ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars without such borrowing or incurring of debt being approved by Ordinary Resolution of the Corporation;
- c. secure the payment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means provided that real property owned by the Corporation shall only be mortgaged on approval by Special Resolution of the Corporation;
- d. invest as it may determine any moneys in the funds for administrative expenses or reserve funds to the extent permitted by law for trustees under the *Trustee Act* of Alberta;

- e. make an agreement with any Owner or occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or occupier thereof, including without limitation maintenance or repair of furnaces, water heaters and appurtenant facilities in Units and maintenance and provision of utilities services and other such services to the Units with or without charge therefor to the Owner;
- f. grant to an Owner a lease or other right to exclusive use and enjoyment of Common Property, or special privileges in respect thereof; but, any such grant shall be determinable on reasonable notice unless the Corporation by Special Resolution otherwise resolves;
- g. do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and any part of the Units with which it may be concerned, including without limitation the following:
 - i. impose sanctions for failure to comply with these Bylaws under Section 35 of the Act, which shall include monetary sanctions of up to FIVE HUNDRED and 00/100 (\$500.00) Dollars, or such greater amount permitted by the Act. for the first instance of non-compliance ONE THOUSAND and 00/100 (\$1,000.00) Dollars, or such greater amount permitted by the Act, for the second and subsequent instances of non-compliance and damage assessments of up to TWO THOUSAND and 00/100 (\$2,000.00) Dollars in each case as determined by the Board, and in each case per occurrence of breach (or for each day in which a breach continues);
 - ii. commence and prosecute proceedings under Sections 35 and 36 of the Act (or any provision passed in substitution therefor);
 - iii. impose, collect and deal with damage deposits under Section 53 of the Act (or any provision passed in substitution therefor);
 - iv. give notices to give up possession of Apartment Units and Parking Units pursuant to Section 54 and make applications to the court under Sections 55 and 56 of the Act (or any provision passed in substitution for the said sections) provided that such notices and such applications shall not be given or made unless the damage caused by a tenant to Common Property is the result of breach of these Bylaws or willfully wrongful or grossly negligent acts or omissions;
- h. pay an annual honorarium or salary, or stipend, to a member or members of the Board as may be determined from time to time by ordinary resolution of the Corporation;
- i. on Ordinary Resolution of the Corporation require that all members of the Board shall be bonded by recognized bonding institutions in an amount of not less than \$30,000.00, the cost of such bonding to be a Common Expense of the Corporation;
- j. impose and exact the fees and charges referred to in Bylaw 16e. hereof;
- k. at any time, without notice, enter any Unit if it becomes aware of or reasonably suspects conditions or circumstances that are hazardous or a danger to the Building or its services

or to other Units, including without limitation evidence that temperature conditions within the Unit entail risk or danger of pipe freezing, excessive heat or other harm;

- l. grant to owners or occupants of Apartment Units leases, licences, or rights to use, with or without compensation therefor, of parking stalls in the Building or on the Parcel owned by the Corporation;
- m. provide such security controls for the Building, including without limitation, security key or card systems, as the Board may determine, and impose and exact fees and charges for additional or replacement (for lost) keys or access cards, including without limitation exclusive elevator access controls;
- n. provide and employ or retain such security guards and caretakers, including on site security personnel as the Board may determine; and
- o. in accordance with Section 32.1 of the Act (or any provision passed in substitution therefor) make such rules as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and administration of the real and personal property of the Corporation as well as the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto.

11. Officers of the Corporation

The Board shall from time to time elect a President and may elect a Secretary, Treasurer and/or Vice-President.

12. Duties of the Officers

The duties of the officers of the Corporation shall be determined by the Board from time to time.

13. Seal of the Corporation

The Corporation shall have a seal which shall at no time be used except as authorized by resolution of the Board and in the presence of at least two (2) members of the Board, who shall sign the instrument to which the seal is affixed; provided, however, that if all Units are owned by one person, then the affixing of the Corporation's seal need be attested by only one member of the Board who is or represents the Owner of all the Units.

14. Signing Authorities

The Board shall determine, by resolution from time to time, which officer or officers shall sign cheques, drafts and other instruments and documents 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.

15. Duties of the Board

The Board shall:

- a. cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the secretary;
- b. cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the secretary;
- c. cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the treasurer;
- d. cause to be prepared proper accounts relating to all moneys of the Corporation and the income and expenditures thereof, for each annual general meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the treasurer;
- e. on application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the meetings of the Board available for inspection at all reasonable times, and further provide to any Owner or Mortgagee who makes specific request therefor copies of minutes of meetings of the Corporation and of the Board;
- f. on application of an Owner or Mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to Common Expenses assessments and with regard to fulfilment of all Owners' obligations in connection with the project and his Unit and copies of current financial statements and statements of Common Expenses of the Corporation;
- g. cause to be assessed to each Owner in proper proportion his contribution towards Common Expenses and reserve funds for future maintenance and other Common Expenses and enforce payment of same as more particularly hereinafter set forth;
- h. upon the written request of an Owner, purchaser or Mortgagee of a Unit provide the particulars and materials required to be provided under Sections 44 and 48 of the Act (or any provisions passed in substitution therefor);
- i. at all times keep and maintain in force all liability insurance required hereunder and by the Act to be maintained by the Corporation;
- j. without limitation of its other duties and powers, exercise and perform the powers and duties of the Corporation under Bylaw 10.g. hereof;
- k. perform and exercise its duties, powers and functions in good faith and for the general benefit of the Condominium Property as a whole and all Owners and Unit Mortgagees;
- l. unless and except as otherwise resolved by Special Resolution of the Corporation, employ for and on behalf of the Corporation an independent professional real property management firm, agent or manager (herein referred to as the "Manager") to supervise, manage, carry out and perform any or all of the duties of the Corporation set out in Clauses (a), (b), (c), (d), (e), (h), (i), (j), (k), (l), (m), (o), and (s) of Bylaw 9 hereof and such other duties as the Board may determine from time to time, 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 as aforesaid need not devote his full time to the performance of duties of the Corporation so long as those duties are performed in good and sufficient fashion. Such management shall be terminable by the Board on ninety (90) days' notice in any event;

- m. establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair, replacement or improvement of:
 - i. any real or personal property owned by the Corporation, and
 - ii. the Common Property

where the repair, replacement or improvement does not occur annually; and utilize such fund for the said purposes.

16. Powers of the Board

The Board may:

- a. meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven (7) days' notice of a meeting proposed by him specifying the reason for calling the meeting;
- b. employ for and on behalf of the Corporation an independent reserve fund study provider, who is duly qualified in accordance with the requirements of the Act, from time to time to complete reserve fund studies and make recommendations in respect of establishment and maintenance of reserve funds;
- c. employ or authorize the Manager to employ for and on behalf of the Corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation;
- d. subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- e. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the Act or in these Bylaws; and
- f. change the name of the Corporation as and to the extent permitted by the Act.

PART IV: MEETINGS

17. Procedure at Meetings

- a. All meetings of the Board and general meetings shall be conducted according to the rules of procedure set out in Robert's Rules of Order;
- b. All general meetings other than annual general meetings shall be called extraordinary general meetings.

18. Convening of Meetings

The Board may whenever it thinks fit, and shall upon a requisition in writing made by persons entitled to vote representing not less than fifteen (15%) percent of the total unit factors for all the Units, convene an extraordinary general meeting. The Board will convene annual general meetings as and whenever required by the provisions of these Bylaws.

19. Notice of Meetings

Subject to the provisions of Bylaw 37 hereof, fourteen (14) days' notice of every general meeting specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, shall be given to all Owners and registered Mortgagees who have notified their interests to the Corporation but accidental omission to give that notice to any Owner or to any registered Mortgagee or non-receipt of that notice by any Owner or any Mortgagee does not invalidate any proceedings at any such meeting. Notice of any meeting may be waived by persons entitled to vote before the meeting and a waiver shall cure any defect in the giving of or any failure to give notice.

20. Business

All business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accounts and election of members to the Board, and all business whatsoever that is transacted at an extraordinary general meeting shall be deemed special.

21. Chairman of Meetings

The President and in his absence the Vice-President (if any) of the Corporation shall act as chairman of the meeting. In the absence of (or inability or unwillingness to act of) both the President and Vice-President then at the commencement of the meeting a chairman of the meeting shall be elected.

22. Quorum Required

Except as otherwise provided in these Bylaws, no business shall be transacted at any meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing Units having in the aggregate no less than 2500 unit factors constitute a quorum at any general meeting.

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

24. Order of Business

- a. At the commencement of a general meeting a chairman of the meeting shall be elected if the President and Vice-President are not present or are unable or unwilling to act as chairman;
- b. The order of business at general meetings and, as far as practical at all extraordinary meetings shall be:
 - i. Election of chairman of meeting (if required);
 - ii. Calling of the roll and certifying of proxies;
 - iii. Proof of notice of meeting or waiver of notice;
 - iv. Reading and approval of any unapproved Minutes;
 - v. Reports of officers;
 - vi. Reports of committee;
 - vii. Election of Board members, if necessary;
 - viii. Unfinished business;
 - ix. New business;
 - x. Adjournment.

25. Resolutions

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

26. Method of Taking a Poll

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

27. Equality of Votes

In the case of equality in the votes whether on the show of hands or on a poll the chairman of the meeting is entitled to a casting vote in addition to his original vote.

28. Voting

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 unit factors for the respective Units owned by or mortgaged to

them. Except for those matters requiring a Special Resolution all matters shall be determined by a simple majority vote.

29. Manner of Voting

On a show of hands or on a poll, votes may be given either personally or by proxy, and on a show of hands, the person entitled to vote and voting may indicate that he is showing hands with respect to a number of votes, provided that his proxy is in order, and the votes shall be so counted.

30. 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, but a proxy need not be an Owner or Mortgagee.

31. Entitlement to Vote

There are no restrictions or limitations on the right to vote other than the following:

- a. such restrictions (if any) as are set out in the Act;
- b. where an Owner's interest in a Unit is subject to a registered mortgage notice of which mortgage has been given to the Corporation, a power of voting conferred upon such Owner by the Act or by these Bylaws, is exercisable by the Mortgagee first entitled in priority, and may not be exercised by the Owner, if the Mortgagee is present personally or by Proxy, and this provision shall apply whether or not Section 26 of the Act continues in force in its form at the time of the registration of the Condominium Plan, unless the Act is amended to require otherwise.

32. Vote by Co-Owners

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

33. 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 mortgage notified to the Corporation the Mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.

34. 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 the latter may not vote.

35. Signed Resolutions

- a. a resolution of the Board in writing signed by all of its members shall be as effective as a resolution passed at a Meeting of the Board duly convened and held;
- b. subject to the provisions of the Act, any resolution of the Corporation determined upon or made without a general meeting and evidenced by writing, signed in person or by proxy as contemplated in Bylaw 1.q. shall be as valid and effectual as an Ordinary Resolution duly passed at a meeting of the Corporation and shall take effect as and be an Ordinary Resolution; and any resolution of the Corporation determined upon or made without a general meeting and evidenced in writing, signed in person or by proxy as contemplated in Bylaw 1.v. shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be a Special Resolution. Signed resolutions may be signed in counterparts and will be as valid as if all signers had signed a single document.

36. Observance of Bylaws and Severability

The Corporation, the Board and all Owners, tenants and other occupants of Units shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time whether or not such Bylaws or any parts thereof are registered at the Land Titles Office.

If any provision or provisions of these Bylaws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these Bylaws and the remaining provisions of these Bylaws shall remain in full force and affect as if the severable provision or provisions had not been included in these Bylaws.

37. Amendment of Bylaws

The Bylaws or any of them may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. Except where Bylaws are amended by a signed resolution under Bylaw 35.b. hereof, fifteen (15) days' prior notice of any proposed changes to the Bylaws must be given to all Owners and to all Mortgagees who have notified their interest to the Corporation, such notice to specify the changes that are proposed or to be considered.

PART V: ADMINISTRATIVE PROVISIONS**38. Financial Statement**

If required by any general meeting, the annual financial statements produced by the Board shall be audited and certified by auditors appointed by the Board.

39. Expenditures by Manager

Any Manager appointed by the Board may, from time to time, make expenditures not to exceed One Thousand (\$1,000.00) Dollars without specific approval of the Board, but any expenditure in excess of One Thousand (\$1,000.00) Dollars must be approved by the Board.

40. Insurance against fraudulent or dishonest acts

The Corporation shall obtain insurance providing the Corporation with coverage from a loss directly caused by a fraudulent or dishonest act of a member of the board or a manager where the member of the board or manager acts alone or in collusion with others with intention to cause loss to the Corporation or improperly obtain a financial benefit for the member of the board of the manager or another person. The insurance can be at least in the amount of the sum of the reserve fund balance at the start of the Corporation's current fiscal year and the operating account at the beginning of the Corporation's current fiscal year.

41. Estoppel Certificates

Any certificate as to the Owner's position with regard to Common Expense assessments or otherwise, issued by the Corporation, signed by at least two Board members or by the Manager, shall be deemed 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 Owners of all obligations of the Unit Owners whether improperly stated in such estoppel certificate or not. Despite the foregoing, if the Board consists of only one member, estoppel certificates may be signed by such Board member or a person designated in writing by such Board member as authorized to issue estoppel certificates on his or her behalf, and any such estoppel certificate will be binding on the Corporation.

42. Mortgagees Represented on Board

No more than two registered Mortgagees or representatives of them may be members of the Board at any one time.

43. Notice of Default to Mortgagee

Any notice of default sent to an Owner shall also be sent to all those Mortgagees holding registered mortgages of such Owner's Unit who have notified the Corporation of their mortgages.

44. Cash Reserves

The Board shall provide for the maintenance of reasonable reserve funds for replacement of improvements and equipment and a reasonable cash reserve as an operational reserve.

45. Notice

Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served:

- a. upon the Corporation if given as set out in the Act;
- b. upon an Owner by delivery by hand to the Owner (and if there is more than one Owner of a Unit then to any one of such Owners) or by delivery to the Owner's Apartment Unit if the Owner is then occupying such Unit or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Owner at the municipal address of his Apartment Unit if the Owner is in occupancy of such Unit, or to his last known mailing address if he is not in occupancy of such Unit or by electronic address where an Owner has requested and consented to receive communications by those means and has

provided the Corporation with an electronic address for this purpose and in which case the Corporation shall give notice by electronic address; and

- c. upon a Mortgagee of a Unit by delivery by hand to the Mortgagee (or if a Corporation to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Mortgagee at the municipal address of such Mortgagee notified to the Corporation; provided, however, that any notice providing for or contemplating any meeting or any acts or steps that would if approved or taken involve or include the winding up of the Corporation shall be given by prepaid registered mail addressed to the Mortgagee as aforesaid.

The Corporation may change its address for service by resolution of the Board and the filing of a notice of change in the form prescribed by or under the Act at the Land Titles Office. A Mortgagee of a Unit may change its address for service by giving notice in writing of the change to the Corporation in manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received forty-eight (48) hours after the time of mailing; provided, however, that if there shall be an interruption of mail service, the notice shall not during such interruption be given by mail but shall be given by personal delivery or personal service.

46. Insurance

The Board on behalf of the Corporation shall obtain and maintain at all times insurance on all the Units (excluding furnishings and other personal property brought into Units by Unit Owners), and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide and include the following:

- a. coverage for fire, extended perils and such other perils as required by the Act and such other perils as from time to time the Board shall deem advisable;
- b. coverage to the full replacement value, which for clarity does not includes betterments which have been installed in the unit beyond the Standard Insurable Unit Description, comprising the condominium and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- c. adequate coverage for boiler insurance if any boilers or pressure vessels exist;
- d. coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution of the Corporation;
- e. 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;
- f. that no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as against any Mortgagee in any way or to any extent; and

- g. standard mortgagee endorsements in favour of all Mortgagees who have notified their interests to the Corporation.

The Board on behalf of the Corporation shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant to the paragraph immediately preceding this paragraph in favour of the Insurance Trustee. Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and any other supplemental perils or against boiler damage shall be paid as follows:

- a. if the proceeds are less than ONE HUNDRED THOUSAND (\$100,000.00) Dollars, to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss, and
- b. if the proceeds are equal to, or in excess of, ONE HUNDRED THOUSAND (\$100,000.00) Dollars, to the Insurance Trustee 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 Special Resolution of the Corporation or is ordered by a Court under the Act that the Corporation shall not repair or restore the damage or that the Corporation shall be then terminated as to some or all units then the Insurance Trustee shall firstly 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 secondly shall pay such proceeds as follows:

- a. firstly, to the Mortgagees of all Units that are affected by the damage as their interests may appear and to the extent loss is apportioned to the respective Units (the Mortgagee's priorities to accord with their priorities as encumbrances against the respective Units);
- b. 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 interests of all Owners, Mortgagees, and the Corporation and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, all the Mortgagees whose mortgages are registered at the Land Titles Office or have been notified to the Corporation, and the Corporation; and no distribution of proceeds shall be made until after the expiry of 15 days after the last of such parties has been notified. 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 15 days of his receipt of notice as aforesaid. If no party disputes the proposed distribution the Insurance Trustee may proceed with the distribution as proposed. If any party shall dispute the proposed distribution the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 60 to 64 of the Act and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

Nothing in this Bylaw 46 shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

Notwithstanding the foregoing, an Owner shall carry insurance on his own Unit as permitted by the Act 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 a Unit Owner AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the rental revenue of Units or Owners, interests of tenants against liability or any other risks, or the interests of Tenants or Owners for their improvements, betterments, belongings, contents or other personal property. The insuring of any improvements, betterments, rental revenue, belongings, contents or other personal property within a Unit or on any Common Property or Privacy Area is the sole responsibility of the Unit Owner, the Unit Owners Tenant or Unit Owners Occupant and they shall not require the Corporation to repair any damage to any improvements, betterments, belongings, contents or other personal property within a Unit or on any Common Property or Privacy Area, however caused. Such insurance must insure the Owner's contents and betterments installed in his Unit, as well as insure against third party liability for at least \$1,000,000.00 and any deductible amount or equivalent which the Corporation has the ability to collect from an Owner in accordance with this Bylaw 46 or the Act and shall contain such deductibles that are reasonable (as determined by the Board from time to time acting reasonably).

In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their Mortgagees.

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 following requirements to appraise are met. 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 and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to the Corporation of their interests. 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 Building and the determination by Special Resolution of the Corporation or by order of the Court of Law having jurisdiction in that behalf to terminate the condominium status of the Building and the insurer's option to reconstruct the damaged premises shall be deleted or waived. The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance affected by the Board. Unless otherwise provided by Ordinary Resolution of the Corporation, prior to obtaining any policy of fire insurance or any renewal thereof the Board shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the Building and other improvements comprising the condominium including all of the Units, all 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 Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation.

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident to the ownership or use of the condominium Units therein, and all Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than FIVE MILLION (\$5,000,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another named

insured. The policy or policies shall also insure against liability for or arising out of performance or nonperformance of the Condominium Corporation obligations under or in respect to the Easements

All policies of insurance shall name as insured both the Corporation 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. Policies may be subject to such deductibles as are permitted under the Act.

The Corporation shall, immediately upon the occurrence of any substantial damage to any of the improvements forming part of the condominium property, notify the Mortgagees of all Units affected who have notified their interests to the Corporation of such damage, such notice to be given by registered mail.

Without limiting any provision in these Bylaws extending greater liability to an Owner for damage caused by an Owner's breach of Bylaws or other fault, in the event a claim is made under any policy of insurance maintained by the Corporation then the Owner shall pay to the Corporation the amount of any insurance deductible applicable to such loss or damage. In the event the Corporation determines to address a loss without making a claim which otherwise would be eligible for coverage under any policy of insurance maintained by the Corporation then the Owner shall pay to the Corporation the amount which would have been the deductible applicable to such loss or damage. Such deductible amount or equivalent shall be recoverable by the Corporation as if it were a Common Expense levy upon the Owner's Unit or Units and will be a charge upon such Unit or Units.

PART VI: OCCUPATION AND USE OF UNITS

47. Owner's Usage

An Owner shall not and shall not permit any occupant of his Unit to:

- a.
 - i. use his Unit for any purpose that may be illegal or injurious to the regulation of the Units comprising the Condominium or the Parcel;
 - ii. make undue noise in or about any Unit or Common Property; or
 - iii. keep any pets or animals of any kind in any Unit or on the Common Property; provided that if an Owner or occupant owns a dog or a cat, or a bird or birds, or a fish or fishes, that Owner or occupant may keep such pet(s) in his Apartment Unit and provided that Owner or occupant has obtained the prior written approval from the Board for such pet(s) by submitting a request in writing in such form as required by the Board from time to time. Each Owner or occupant must ensure that in respect of each such pet as is permitted hereunder:
 - (1) such pet is not allowed to be at large (i.e., not on a leash or being carried if it is a dog or cat) on the Common Property; and
 - (2) the Owner is responsible to and shall promptly pick up and properly dispose of any droppings from the pet by placing the same in a tied plastic bag which shall be placed directly in garbage bins in an outside area or in the garbage room; and

- (3) the pet does not bother any of the other occupants of the Condominium, whether by noise, aggressive behavior or otherwise; and
 - (4) if the Board determines (in its sole judgment) that the pet is a nuisance or hazard, or an undue annoyance to other occupants of the Condominium, then the pet will be removed from and shall no longer be kept on or in the Condominium; and
 - (5) such pet is licensed in accordance with the regulations of the City of Lethbridge; and
 - (6) no snakes, reptiles or other exotic pets shall be allowed at any time.
- iv. A service animal will not constitute a pet or animal as contemplated under Bylaw 47.a.iii. and such service animal will be considered upon provision of appropriate documentation and evidence of the need for such service animal to the Board;
 - v. Smoke tobacco, cannabis or any such product, or allow any members of his family, tenants, guests, invitees or contractors to smoke any tobacco, cannabis or other such products anywhere in units, common property, in the hallways, stairwells, elevators, vestibule, or amenity areas within the Building except for Privacy Areas.
 - vi. Grow or cultivate cannabis anywhere on the Parcel.
- b. When the purpose for which a Unit is intended to be used is shown expressly or by necessary implication upon the Condominium Plan, the Owner thereof shall not use or permit the user of such Unit for any other purpose.

48. One Family Only

- a. Each Apartment Unit shall be occupied only as a one-family residence by the Owner of the Unit, his family and guests or a tenant of the Owner, his family and guests, and no Boarders or Roomers shall be allowed; and for the purposes of this Bylaw:
 - i. "One-family residence" means an Apartment Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no roomers or boarders are allowed;
 - ii. "Boarder" means a person to whom room and board is regularly supplied for consideration; and
 - iii. "Roomer" is a person to whom a room is regularly supplied for consideration.

Notwithstanding the foregoing, occupancy of a One Bedroom Unit by up to two adult persons or a Two Bedroom Unit by up to four adult persons or a Three Bedroom Unit by up to six adult persons who are not all part of the same family shall not be in violation of this Bylaw 48.a.

- b. No Apartment Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Apartment Unit, and without

limiting the generality of the foregoing no Apartment Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, lawyer or other professional person; provided, however, that the foregoing shall not prevent the Developer from maintaining an Apartment Unit or Units owned by it as models for display and sale purposes and otherwise maintaining construction offices, displays and signs until all Units have been sold by such Developer, nor shall it prevent any other Owner of a Unit from leasing, renting or selling, or offering or showing his Unit for lease, rent or sale. For greater certainty, short term rentals such as AirBnb or rentals of less than three (3) consecutive months are considered to be a commercial activity and are not permitted.

49. Restrictions and Requirements

The following restrictions and requirements shall apply to all Units, and all Unit owners shall strictly comply with and observe and perform the same:

- a. Owners shall at all times keep and maintain the heating and air conditioning (if any) facilities in their Apartment Units in good and substantial repair and in working order, without any exception for reasonable wear and tear, and will operate them at all times so as to ensure that temperatures within their Apartment Units at no time fall below 10 degrees Celsius or rise above 35 degrees Celsius, and that humidity and heat levels will at all times be in accordance with guidelines from time to time established by the Board;
- b. Any and all alterations or improvements at any time developed, constructed or placed in or on Units, shall meet the requirements of the municipal and provincial building codes and bylaws applicable to the Parcel and the Unit at the time of the alteration or when improvement is developed, constructed or placed in or on the Units of the Condominium;
- c. No alterations or improvements shall be done or made that adversely affect the structure or integrity of the Building, the building envelope, the plumbing, heating, air conditioning, electrical or other facilities shared in common with other Units or Common Property (or both) or the soundproofing or insulation of the Unit boundary walls, floors or ceilings, or the integrity of the Building roof;
- d. Owners are responsible for, shall repair and make good and shall indemnify the Corporation and other Owners (including the Developer as Unit Owners) from and against, any and all damage to the Common Property howsoever caused, by any person doing construction or maintenance work on or in respect of the Owner's Unit. The Corporation shall not be responsible to repair or restore any such damage to Common Property except such as may be caused by the Corporation itself, or its servants or agents;
- e. Owners shall not make any changes to the finish or appearance of the exterior of their Apartment Units without the prior written consent of the Board;
- f. Owners shall not build any balcony or patio enclosures or install hot tubs outside their Apartment Units, except as permitted in writing by Ordinary Resolution of the Corporation and as permitted by law; and

- g. Owners shall not, and shall not allow their guests or occupants to, discard cigarettes, cigars or other things of any kind from balconies, or sweep or shovel snow or dirt off, or to the outer edge of, the balconies. No pets shall be kept or allowed on balconies.

The limitation in clauses e. and f. of this Bylaw 49 shall not and do not apply to the Developer, whose freedom to develop or build shall be unfettered.

50. Fire Hazard

No Owner shall do or permit anything to be done in the Parcel or in any Unit or any Privacy Area or bring or keep anything thereon which will in any way increase the risk of fire or the rate or availability of fire insurance on the Building comprising part of the condominium, or on property kept therein, or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local Fire Department or with any insurance policy upon the Building or the Parcel or any part thereof or conflict with any of the rules and ordinances of the applicable public health authorities or with any statute or municipal Bylaw or with any other law whatsoever. Further, and without limitation, all cooking and barbecue equipment and facilities on or in a Unit or Privacy Area, including without limitation natural gas and propane barbecues on Privacy Areas, shall remain attended at all times when alight and managed and operated in manner that ensures no fire or smoke hazard or annoyance or nuisance to the Building or other Units or occupants thereof.

51. Plumbing

Toilets, sinks, tubs, drains, sumps and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes, kitty litter, diapers, feminine hygiene products or other substances shall be thrown therein.

52. Combustible Materials

No stores of gasoline or other combustible or flammable goods or materials and no hazardous or offensive goods, provisions or materials shall be kept on or in any Unit. Without limiting the generality of the foregoing, no charcoal barbecues shall at any time be kept on or used on or in a Unit or any Privacy Area.

53. Signs

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of an Apartment Unit or Common Property without written consent of the Board first being obtained; provided however, that the foregoing shall not prevent the Developer from displaying such signs, billboards, notices or advertising material as it may desire for sale purposes until all Units have been sold by the Developer.

54. Water

Water shall not be left running unless in actual use in or outside any Unit.

55. Garbage

All garbage shall be securely and tightly wrapped in leak-proof containers, and sealed, so as not to break or spill in any garbage rooms or containers provided in the Building or on the Parcel, and shall be

deposited as directed by the Board. No cigarettes, cigars, or other burning or lit products or materials shall be placed in or beside any garbage chute or container, and no flammable, explosive, toxic or hazardous substances shall be placed into or down or beside any chutes or garbage containers. No boxes or other large items shall be placed down any chute but instead be brought directly to the garbage containers and all boxes shall be broken down before being placed in any garbage container.

56. Animals

No animal, livestock, fowl or pet of any kind shall be kept in any Unit or brought into or on Common Property except to the limited extent provided in Bylaw 47 a.iii.

57. Tenants and Occupiers

An Owner other than the Developer who leases or grants possession of his Apartment Unit to any tenant or occupier shall:

- a. comply with the damage deposit requirements (if any) of the Corporation;
- b. cause the tenant or occupier to undertake in writing to be bound by and comply with the Bylaws of the Corporation;
- c. give notice in writing to the Corporation and the Manager (if any) of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants or occupiers to be bound by and observe and perform the requirements of the Bylaws of the Corporation; and
- d. provide the Corporation and the Manager (if any) a copy of any lease agreement;

provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying his Unit.

58. Laundry

No laundry shall be hung other than inside an Apartment Unit.

59. Noise

Owners, their families, guests, invitees, customers, visitors, tenants and servants shall not make or permit, create or permit creation of, or continuation of any noise or nuisance on or in the Units or on the Common Property or anything that will or may in the opinion of the Board unreasonably annoy or disturb or interfere in any way with other Owners or occupants or those having business with them. No noise caused by any instrument or other device or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other Owners or occupants shall be permitted. Without limiting the generality of the foregoing, no noise exiting an Owner's Unit caused by any appliance, instrument, electronic device or other device or by voices shall be permitted that exceeds 15 decibels between the hours of 11:00 p.m. and 8:00 a.m. or that exceeds 30 decibels between 8:00 a.m. and 11:00 p.m.

60. Health

- a. No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw or injurious to health or the regulation of the Units or in any way in violation of any laws whatsoever.
- b. Units must be kept clean and in good order and free of insects and other pests and vermin.

61. Windows

No awnings or shades shall be erected over the outside of the Windows, nor shall any articles be hung or placed on any outside Window or curtain wall adjacent to an Apartment Unit. All draperies and blinds inside a Unit located on exterior Windows must meet standards and color requirements reasonably established by the Board. No air conditioning unit shall be placed within a window.

62. Debris

Nothing may be thrown out of the Windows or Doors of a Unit or off balconies.

63. Hallways, Stairwells and Elevators

No chattels or other things shall be placed in or on any hallways or stairwells or elevators except by the Corporation. Hallways, stairwells and elevators shall at all times be kept free of obstruction. Moving of furniture and appliances shall be done only at times and in accordance with rules and regulations therefor established by the Board from time to time. Owners of Units who cause, or whose tenants or invitees or agents cause, any damage to Common Property during any move shall reimburse the Corporation for the cost of repair of such damage and such costs shall be a charge upon the Owner's Unit in the same manner as unpaid condominium fees.

64. Privacy

No Owner shall trespass, or permit any occupant of his Unit to trespass, on any part of the Common Property to which another Owner is entitled to exclusive occupation.

65. Private Vehicles

No motor vehicle other than a private passenger automobile shall be parked in the parkade or any other parking space or driveway within the Common Property without the prior written consent of the Board.

66. Motor Vehicles

- a. No motor vehicle shall be driven on any part of the Parcel other than on a driveway or parking space or parking garage floor surface;
- b. No house or tent or boat trailer, or other trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Parcel;
- c. No repairs or adjustments to motor vehicles or automobiles may be carried out on the Parcel or in the Building;

- d. A private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon the Common Property or any part thereof;
- e. No motor vehicles shall be parked on any Common Property for any period exceeding 48 hours, and no motor vehicles shall be placed or parked anywhere in a manner that interferes with access over Common Property roadways or sidewalks or fire access or access to Parking Units of other Owners;
- f. Parking stalls (other than guest parking areas designated by the Board) shall be used only by Owners and other occupants of Apartment Units
- g. No propane powered vehicle shall be brought into, kept or stored in the parkade; and
- h. No motor vehicle shall be allowed to obstruct any driveway or roadway.

67. Parking Areas

Common Property parking shall be used only as permitted by these Bylaws and the Board's rules for such use. The Board shall set aside four (4) (and may in its discretion set aside more) outside surface parking stalls for guest use, and use of such stalls shall be strictly as permitted and regulated by rules established by the Board from time to time. No Owner or other Apartment Unit occupant shall use the parking stalls set aside for guest use.

PART VII: PROVISIONS GOVERNING THE USE OF THE COMMON PROPERTY

68. Landscaping and Other Common Property

Owners, 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 of the property (real or personal) of the Corporation, including without limitation any and all parts of the Common Property, any landscaping works (including trees, grass, shrubs, hedges, flowers, and flower beds) and any and all chattels owned or kept by the Corporation nor shall they interfere with or delay the Corporation in the performance of its maintenance of grounds, utilities and other services and fences or its snow removal duties.

69. Exclusive Use

The Owner of a Unit has no right to use any portion of the Common Property designated by the Corporation for the exclusive use of the owner of any other Unit.

70. Sidewalks and Walkways

The sidewalks, walkways, passages, hallways, lobby vestibule, stairwells, elevators, driveways and parking areas shall not be obstructed by any owner, his family, guests, invitees, customers, tenants or visitors or used by them for any other purpose than for ingress and egress to and from their respective Units; and parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any parking areas or upon any parking plug-in facility which the Owner of another Unit is entitled to use and occupy exclusively.

71. Animals on Common Property

No animal, livestock, fowl or pet of any kind shall be kept on or allowed to run at large over any part of the Common Property.

72. Combustible Material on Common Property

No stores of gasoline or any other combustible or inflammable goods or materials, and no hazardous or offensive goods, provisions or materials of any kind shall be kept in any Unit or on any part of the Common Property.

73. Structures on Common Property

- a. No building or structure shall be erected, placed, located, kept or maintained on the Common Property except only by the Developer or the Corporation;
- b. No trailer either with or without living, sleeping, or eating accommodation and no tent, or shed or portable building shall be placed, located, kept or maintained on the Common Property except with the prior written approval of the Board, and if any such chattel or other item has been approved by the Board, the Board may subsequently withdraw such approval in which event the chattel or other item shall be forthwith removed by the Owner;
- c. No part of the Common Property or Privacy Areas shall be used for the erection, placing or maintenance of clothes-lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, or trees, or for the disposal of rubbish, garbage or waste except only by the Corporation. Potted plants, if approved by the Board, may be placed and kept on Privacy Areas.

74. Antennas

No antenna, aerial, satellite dish, tower or appurtenances thereto shall be erected on any part of a Unit or the Common Property except by the Corporation.

75. Signs

No signs, billboards or other advertising matter of any kind and no notices of any kind shall be placed on any part of the Common Property or on any Apartment Unit without the prior written consent of the Board except as otherwise hereby permitted.

76. Personal Property

The Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever in the parkade or other parking areas (including driveways) provided in the Common Property; nor will it be responsible for any loss or damage from any cause whatsoever to any contents on or in any Unit or Privacy Area. The insuring of any contents on or in the Units is the responsibility of the individual Owners solely.

77. Sales

No auction sale or garage sale shall be held in or about the condominium without consent in writing of either the Manager of the condominium or the Board.

78. Traffic Speed and Directional Control

All Owners shall observe and abide by all rules established from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including (without limiting the generality of the foregoing) speed limits and directional controls.

79. Recreational Use

No portions of the Common Property designated for recreational use shall be used by any Owner, and no Owner shall permit any other person to use such areas, except only in accordance with the rules therefor which shall be established from time to time by the Board.

80. Moving

Moving of furniture into or out of an Apartment Unit shall be done only between 8:00 a.m. and 8:00 pm. and in strict compliance with rules for such action established from time to time by the Board. If the Owner moving, or the tenant of an Owner moving, causes any damage to Common Property during the move, the Owner shall pay for the repair of such damage.

PART VIII: MISCELLANEOUS**81. Maintenance**

- a. Each Owner shall be responsible for the repair and maintenance of his Apartment Unit and all improvements now or hereafter situate therein, including without limitation the heating and air conditioning (if any) facilities therein, and to keep the Privacy Area adjacent to his Apartment Unit neat and tidy and free and clear of junk and debris. Should any Owner fail to do such maintenance (other than repairs that are insured against by the Corporation) and clean-up in a manner satisfactory to the Board or its representative and such failure continues after 10 days written notice to do so given by the Board or its representative, then the Board, or its representative, may do or cause to be done the clean-up, repair or maintenance required to cure such breach by the Owner and the Owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such clean-up, repair or maintenance and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit and shall be a charge upon the Owner's Unit. In the event that the Owner's default involves any risk of loss or damage to the Common Property or to the other Units the Corporation may act without any prior notice.
- b. Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items referred to in Bylaw 9(1) hereof by any wilful or negligent acts of himself, members of his family, his tenants, invitees,

contractors or licensees that are not required by the Act or these Bylaws to be insured against by the Corporation; and should any Owner fail to repair in a manner satisfactory to the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit.

82. Common Expenses

The Common Expenses of the Corporation shall, without limiting the generality of the definition thereof in Bylaw 1 hereof, include the following:

- a. all levies or charges on account of electricity, water, sewer, gas and fuel services supplied to the Corporation;
- b. the cost of and charges for all management fees;
- c. all costs and charges on account of landscaping and maintenance of and snow removal from Common Property;
- d. all reserves for repairs to and replacements of Common Property and property owned by the Corporation;
- e. all costs of and charges for maintenance and repair of Common Property for which the Corporation is responsible;
- f. all costs of and charges for insurance maintained by the Corporation;
- g. 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 and accounting fees and disbursements;
- h. the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, taxes, financing charges, Common Expense Unit charges, and all utilities charges, for or in respect of any Unit owned by the Corporation itself;
- i. reserves and reserve funds for future maintenance and expenses;
- j. the costs, salaries, benefits, fees and other expenses of all onsite and offsite security personnel and caretakers;
- k. the costs and expenses of providing, maintaining and repairing landscaping, gardening, grounds, utilities and other services, and providing snow and ice removal service on the Parcel; and
- l. if the Board shall determine to provide heating, air conditioning, electrical, mechanical, or similar facility repair or maintenance or similar services inside Units to Owners in

respect of their Units as a Common Expense expenditure, the costs and expenses of so doing.

83. Assessment for Common Expenses

- a. At least 30 days prior to the beginning of each fiscal year of the Corporation, the Board or, at its request, the Manager, shall estimate the amount of the Common Expenses that will be incurred or required in such fiscal year (including a reasonable allowance for future reserves, contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year) which estimate of Common Expenses is herein called "Estimated Common Expenses". Each fiscal year's Estimated Common Expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit factors as shown on the Condominium Plan. The Corporation shall be liable for the amount of any assessment against completed Units owned by the Corporation. In addition thereto, the Board elected by the Developer may levy and assess the Owners in like proportion for costs and charges for Common Expenses, estimated or incurred, from the date of registration of the Condominium Plan to the end of the calendar year in which registration occurred or for such other period, not extending beyond the first anniversary of the date of registration of the Plan, as the Board may determine. If the amounts estimated by any Board prove inadequate for any reason, including non-payment of an Owner's assessment, the Board may at any time, and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided. Each Owner shall be obligated to pay any and all assessments levied pursuant to this provision to the Board or the Manager to the account of the Corporation, as directed by notice, in equal monthly instalments on or before the first day of each month during the fiscal year (or other period) for which such assessment is made or in such other reasonable manner as the Board or the Manager with the consent of the Board (as the case may be) shall designate, and further pay interest on all assessments or payments in arrears at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved by Ordinary Resolution calculated from the due date until payment.
- b. The omission by the Board before the expiration of any fiscal year, to fix the assessments hereunder for that or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligations to pay the assessments, or any instalments thereof for that or any subsequent year, but the monthly instalments fixed for the preceding year shall continue until new instalments are fixed. No Owner can exempt himself from liability for his contributions towards the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
- c. The treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the Common Expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by an Owner at convenient business hours on weekdays.

84. Default in Payment of Assessments and Lien for Unpaid Assessments, Instalments and Payments

- a. The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, instalment or payment (including interest on arrears) due to the Corporation in respect of his Unit, which lien shall be a first, paramount lien against such estate or interest subject only to the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit title or interest of such Owner but subject also to the provisions of the Act and the *Land Titles Act* of Alberta. The Corporation shall have the right to file a caveat against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, instalment or payment and for so often as there shall be any such unpaid assessment, instalment or payment, provided that each such caveat shall not be registered until after the expiration of 30 days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting Owner the costs incurred in preparing and registering the caveat, in enforcing or seeking to enforce the Corporation's lien and in discharging the caveat, all on a solicitor-and-his-own-client full-indemnity basis, and shall not be obliged to discharge any caveat until all arrears of the Owner (including interest and all such costs) are fully paid.
- b. Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, instalment or payment after the expiration of 30 days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment being made, such party, person, firm or corporation shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat 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 any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and such subsequent Owners as the Act may provide and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing, or waiving the lien, charge or security securing the same.

85. Mortgage Protection

The Board shall from time to time notify any Unit Mortgagee who has notified the Corporation of his mortgage of any Common Expense levies on the Unit mortgaged that are in arrears for more than 60 days.

86. Indemnity of Board Members

Every member of the Board and his personal representatives and estate and effects respectively 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 manager may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or

permitted by him, as manager, or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonest act or omission, willful neglect, willful default or failure to act in good faith.

87. Substantial Number of Units Owned by Developer

Notwithstanding all other provisions hereof, if and for as long as twenty-five (25) or more Apartment Units remain untransferred by (and still in the name of) and unleased by the Developer, the Corporation shall not, unless and to the extent authorized by ordinary resolution of the Corporation:

- a. impose or collect tenant deposits;
- b. impose or collect Common Expense charges or assessments; or
- c. establish or maintain a capital replacement reserve fund.

88. 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; and
- c. members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 10.h. hereof.

CONDOMINIUM CORPORATION 8311933 RULES, REGULATIONS AND PROCEDURES

Preamble:

As allowed by the Condo Act of Alberta, part 32.1, the purpose of the Condo Corp Rules, Regulations and Procedures is to:

- a. elaborate on operational provisions of the Bylaws by providing owners with additional definition and consequences,
- b. promote the peaceful enjoyment, comfort, safety and/or welfare of all owners, occupants, or guests,
- c. preserve the condominium building Common Property from abusive use and promote its care and cleanliness,
- d. make cost-effective, fair and equal distribution of services and/or facilities provided by unit/owners condo fees.

1. OWNERSHIP UNIT BOUNDARY DEFINITION:

Each Unit Type boundaries are reflected on Land Titles Suite Plans registered Dec 29, 1983. The Condo Act definition is, in part: the finishing material in the interior of the unit, or any other material that is attached, laid or applied to the floor, wall or ceiling.

Every unit has one or more duct shafts or columns within the unit boundaries, as reflected on the Suite Plans. These duct shafts and columns are Common Property of the Condominium Corporation and must not be disturbed, which includes penetrating a duct shaft (for example, with a picture nail).

The Boiler heating pipe and zone-valve installed in every unit are Common Property, however, the heating fins, covers and thermostat are the ownership of the unit. **See more details in 'Heating'.

The Exterior perimeter of each unit is also the Common Property of the Condominium Corporation and must not be disturbed, which includes ensuring immediate restoration of owners' drywall should an opening be necessary for owner plumbing connection. The guideline to better simply define Common Property or Ownership of a perimeter wall, ceiling or floor will be as follows:

Perimeter WALLS: Drywall is the ownership of the unit. The space beyond the drywall is Common Property.

Perimeter CEILING: Stipple/Paint/Bathroom Ceiling tiles with T-bar is the ownership of the unit. The Post-tension concrete truss is Common Property.

Perimeter FLOORS: Gypcrete subfloor, Carpet-Pad-Tack strip/Lino-Glue/Vinyl Plank-Self level/Laminate-Pad/Transitions is the ownership of the unit. The Post-tension concrete truss is Common Property.

PLUMBING: Pipes attaching to Main Lines are the ownership of the unit. Main Lines are Common Property. Anytime an owner intends to connect/disconnect to a Main Line, the Condo Corp must be advised in advance. **See more details in 'Plumbing'.

2. BREACH AND SANCTIONS:

Failure to comply with the Bylaw actions and/or Rules, Restrictions and Procedures will result in the Condominium Corporation providing the owner of a unit with a verbal warning, followed by a written warning, followed by a penalty [sanction]. The Bylaws of the Corporation allow for a penalty [sanction] "up to \$500.00 for the first instance and \$1000.00 for the second and subsequent instances".

The Corporation has determined the first occurrence shall levy a \$250.00 penalty against the unit, \$500.00 for the second instance, and \$1000.00 for each subsequent instance, in addition to any expense associated with the infraction. There will be no expiry of time frame or restart associated with an infraction, unless an owner provides the Condo Corporation with an undertaking showing proof of a new tenant.

3. PENALTIES ON DELIQUENT CONDO FEES, PASS-THROUGH REPAIRS OR SPECIAL ASSESSMENT PAYMENT:

i. Penalties for unpaid monthly condo fees, unpaid pass-through repairs, or unpaid penalties on sanctions will be assessed as follows:

3-day grace period, at which time no penalty is charged. Payment must be deposited by 5pm Mtn-time on the 3rd day.

As of the 4th day a flat rate penalty of \$40.00 is assessed *each and every month* of delinquency for ANY past due balance.

Any condo fee/s balance left unpaid 75-days on a tenant occupied unit, will result in a demand to collect directly from the rent due from tenant/s occupying the unit, as per the Condo Act. 75-days will be calculated from the 1st day of the month the owner became delinquent for the specific unpaid balance (example: March 1st condo fee unpaid, April fee unpaid, May fee unpaid = on May 14th a notice to collect from a tenant can be provided, with 3-month payment + late fees collected from June Rent. In this scenario, June condo fee will remain due).

Any condo fee/s balance left unpaid 75-days on an owner-occupied unit, will result in a 14-day demand notice posted open-faced on the door to the unit, identifying the powers of the Condo Corporation to take the next steps to; Notify any Mortgagee and/or Lien [Caveat] filed on the unit title along with the estimated cost passed through to the owner for adding/removing a Caveat.

Any partial payments made will credit the oldest amount due. Payment allocation priority will always go to reimbursement of invoices charged back to an owner and then to monthly condo fees, resulting in condo fees as the carry-forward payable due.

ii. Penalties for unpaid Special Assessment will be assessed as follows:

15-day grace period, at which time no penalty is assigned. Payment must be deposited by 5pm Mtn-time on the 15th day.

As of the 16th a 1% interest rate will be calculated on any amount due as of the 1st, including interest and \$100 late fee penalty, which will be compounded monthly *until paid in full*.

Payment plans of 6-month maximum duration will be allowed but will include all interest and penalties as noted above.

Any Special Assessment on a tenant occupied unit left unpaid 75-days without a payment plan in place, will result in an attempt to collect directly from the rents due from a tenant occupying the unit.

Any Special Assessment on an owner-occupied unit left unpaid 75-days without a payment plan in place, will result in a 14-day demand notice posted open-faced on the door to the unit, identifying the powers of the Condo Corporation to take the next steps to; Notify any Mortgagee and/or Lien [Caveat] filed on the unit title and an estimated cost passed through to the owner for adding/removing & processing a Caveat.

4. MOVE-IN/MOVE-OUT PROCESS AND FEE:

There is currently no fee or deposit required for this service, however, owners must notify the Condominium Corporation in writing no later than 1 week prior to the intention to Move-in or Move-out. The Elevator will be booked for the time/day provided, on a first come-first serviced basis. Pads/Matting is to be used when loading furnishings into the Elevator. Owners must supervise any moving crew. When moving furnishings in the hallway or lobby, all items must be hand-carried or use a moving cart of your own provision; furnishings of any kind MAY NOT be dragged along hallway or lobby floors. Unit owners will be responsible for any damage to hallway walls (dings and scuffs), lobby doors and/or Elevator interior. Parking Pass must be returned or received from the building Caretaker.

5. PARKING STALL ASSIGNMENT AND VISITOR GUEST PARKING:

All units will be assigned one (1) parking stall by the Condo Corporation for the unit resident's exclusive use. Location of the stall is determined at the sole discretion of the Condo Corporation, however, an effort to provide the lower-level units with the stalls furthest from the building entrance and upper-level units with stalls closer to the building, will be attempted.

Should the unit owner not need the stall, the unit owner may enter into an agreement with another building resident to use or rent the stall assigned, however, a copy of such agreement must be provided to the Condo Corporation. A parking stall may at *no time* be rented or used by anyone who is not a resident of Madison Heights.

It is the unit owner's responsibility to write a note and/or call the City of Lethbridge Police to ticket any car who has parked in their assigned stall. If the owner is aware of the name and unit number of a resident who continues to park in their stall, by way of Police ticket or otherwise, the owner may provide this information to the Condo Corporation, who will act according to item 1 above.

Visitor Guest parking is provided and labelled at the North entry of the building. Visitor Guest parking is intended for short durations. No parking is allowed in Visitor Guest stalls between the hours of 11pm and 7am *without a permit*. The maximum duration of stay with a permit is 48-hours/2 days, after which time Visitors/Guests must park on the street. Residents with overnight Visitors/Guests must contact the Building Caretaker to obtain a permit during regular business hours. Residents with longer term or regular Visitors/Guests should rent an additional parking stall for the duration needed. Visitor Guest parking is first-come, first served.

6. PLUMBING:

Owners with plumbing stoppages/clogs should notify the building Caretaker or the Condominium Corporation, who will then contact a plumber. Clogs to plumbing are most commonly resident caused due to misuse. Liability for the cost to clear a plumbing stoppage/clog will be evaluated and determined on a case-by-case basis on the sole discretion of the Condominium Corporation. Owners may be billed back for all or part of the expense to clear the line. Owners with a tenant occupied unit may not be advised in advance of a plumbing stoppage/clog visit but will still be liable for payment as determined by the Condominium Corporation. It is the responsibility of the owner to be aware of the activities within their unit.

DO NOT dispose of the following in building plumbing systems: Paper towel, kitty litter, hair, cigarette butts, potting soil, construction debris (paint, caulking, glue, drywall dust, etc.), 'flushable' wipes, feminine products, condoms, grease, oil, pasta, rice or other loose food (scrape plates into garbage and pour off cooking grease into container before rinsing), to name a few. Occasionally allowing very hot water to run for a minute through pipes or the occasional use of drain cleaner will help maintain clear plumbing systems.

Owners with plumbing leaks within the owner's unit should notify the building Caretaker and contact and pay the plumber directly. Leaking in plumbing *attached to* the Main Line and any damage resulting from such a leak, is the ownership and responsibility of the unit. Leaking in Main Line plumbing and any damage resulting from such a leak, is the ownership and responsibility of the Condominium Corporation. Location of leaks can sometimes be difficult to ascertain or require building water shut-off, which is why the building Caretaker should be advised. Owners should carry insurance for liability, should water damage to adjoining units be caused by neglect to unit plumbing. Main Line plumbing problems causing damage to one or more units will be evaluated for resolution by the Condominium Corporation in one of three ways: Damage exceeding \$20,000 will engage the Building Insurance, Damage exceeding \$3000 but less than \$20,000 will engage unit owner's insurance with the Condominium Corporation paying the owners deductible, Damage of less than \$3000 will be completed directly by the Condominium Corporation. (continued page 3)

Please NOTE: in the case of any restoration, the replacement or repair is made as per the Standard Insurable Unit Description, with unit owners always responsible for any additional cost for betterment improvement to a Standard item.

Clothes Washers are not allowed to be installed into any unit. The Main Line plumbing and venting was not constructed to handle the pressure of spin/rinse water discharge, which may cause water back-up into other units. The addition of dishwashers into the large majority of units already places a stress on our Main Line water discharge system.

Toilets are installed on a 'wax seal' for watertight fit. Wax seals are the ownership of the unit and require occasional replacement. Leaking resulting from a damaged or deteriorated wax seal is the liability of the unit.

Running toilets and water faucet drips, especially hot water, are to be repaired as soon as possible. The cost to all owners through their condo fees can be significant when several units have constant water waste, as the building is charged based on average usage with cost increasing when the average is exceeded. Sewer charges are equal to water usage, as such doubling the additional expense. Even more significant, hot water leaks cause our water heaters to run longer which increases gas consumption cost and stresses our water heaters... in some cases causing failure prior to the water heaters useful life or replacement within the reserve funds. Lastly, hot water leaks can cause condensation within the unit and the high potential for mildew or mold growth.

7. WINDOWS, SLIDING GLASS DOOR, SCREENS, MAIN ENTRY DOOR (KNOB/LOCK & DECORATIONS/ADDITIONS/SECURITY):

The windows, sliding glass door and main entry door into each unit with unit number, knob and lock is Common Property as per the Bylaws. The Condominium Corporation will REPLACE these fixtures for all units nearing or at end of life only as recommended within the Reserve Fund schedule. This may include a schedule to replace these fixtures over a defined period, however, the Condominium Corporation will not replace on an individual basis. Once these fixtures are replaced, it is the responsibility of the unit to maintain, repair, or replace with equivalent product prior to the next building replacement per the Reserve Fund schedule. Maintenance includes regular cleaning of Main Door handprints or touch-up repair of scuffs. Replacement of any windows or doors requires communication with the Condominium Corporation to advise and approve product selection and ensure installation meets the criteria of the Condominium Corporation. Should a new installation fail within the warranty period, the Condominium Corporation will facilitate any repair deemed to be under warranty and not at the cost of the unit.

Units which are tenant occupied often re-key or swap out knobs/deadbolts between residents as per the Landlord-tenant Act, as such the Condominium Corporation waives all liability for a working or serviceable knob/deadbolt between complete building replacement, as per the Reserve Fund Schedule. Additionally, the regular move-in/move-out of a tenant occupied unit can cause dents to metal Main Door, doorframe and hinges, which are the responsibility/liability of the unit for repair or replacement.

All units are requested to provide a working unit key to the Condominium Corporation for emergency purposes along with endorsement of an Emergency Key Waiver form. Units may opt-out of providing an emergency unit key but MUST endorse the Emergency Key Waiver form reflecting the unit disclosure for Liability due to lack of access in the case of emergency (such as the expense of main entry door/frame/lock replacement should the door need to be broken into/kicked in for access, or additional damage to adjoining units due to lost time while attempting access).

Door knockers, installation of doorbells, doorbell cameras, security cameras, unit numbers and welcome mats are not permitted. Installation at the unit cost is permitted for peephole only with Condominium Corporation written permission. Temporary decorations such as a Christmas wreath or Halloween accents are permitted, however, must be removed within 5 days of event and any damage to paint or door/frame due to using such decorations is the sole responsibility of the unit. All decorations used must be politically correct or non-offensive as determined by the Condominium Corporation.

Unit numbers being replaced by an owner between the Condominium Corporation scheduled replacement must be similar in colour/size/design style to existing numbers and a copy therein submitted for written permission of the Condominium Corporation. Repainting of a Main Door or trim by an owner must be completed with an identically matching colour to all other doors. Owners are encouraged to contact the building Caretaker or Condominium Corporation for the brand and colour number of existing door paint.

8. SMOKE DETECTOR:

Every unit is hardwired for a Smoke Detector and many brands have a battery back-up. Smoke Detectors are the ownership of the unit, however, the Condominium Corporation requires every unit have a working Smoke Detector. It is the responsibility and liability of each owner to confirm the unit smoke detector is functioning properly, exchanged by the unit expiry date and/or battery replaced immediately when beeping to ensure the comfort and safety of all residents of the building.

Low battery beeping is a noise disturbance and can be heard in the hallways and by other residents. Due to Fire Safety, when a battery is heard beeping, item #2 process herein regarding Breach and Sanctions will not apply. Instead, an immediate Warning Notice will be served providing 48-hours to repair or replace the Smoke Detector. Should the beeping continue after expiry of the 48-hour notice, a \$250.00 penalty [sanction] will be assessed the unit and each subsequent 48-hour period will accrue an additional \$250.00 penalty.

9. MAILBOX AND MAILBOX LOCK/KEYS:

The lobby mailbox system, with exception of lock and key, is the Common Property of the Condominium Corporation. Replacement of all mailboxes will occur as per the Reserve Fund schedule. Repair of the main systems will be made when authorized by the Condominium Corporation. Repairs needed to an individual mailbox door should be reported to the building Caretaker or the Condominium Corporation. Repair needs will be evaluated by the Condominium Corporation for pass-through invoicing to the unit, should the repair be considered beyond normal wear. (continued page 4)

Mailbox lock and key is the ownership of the unit. Owners requiring repair or replacement to a mailbox lock or key should replace of their own accord and cost or contact a locksmith.

10. MAIN BUILDING ENTRY KEYS AND EMERGENCY KEYS:

Every unit was originally assigned/provided two (2) main building entry door keys. To provide for controlled access to the interior of the Condominium these keys cannot and are not to be copied/duplicated. Additional main building entry keys can be purchased from the Condominium Corporation at a cost of \$100.00 each, paid in advance.

As per item 7, the building may hold 1-unit main door key. To manage liability and security, this key will be released only by written instruction from a unit owner to the Condominium Corporation. A unit owner may request to 'check-out' the emergency key in order to make a copy or request the Condominium Corporation create and deliver a key (by hand or mail) for a cost of \$25.00 each, paid in advance. The building Caretaker does not have the authorization to release any key unless instructed to do so by the Condominium Corporation. Being locked out of a unit if keys are lost/removed due to being under the influence does not constitute an emergency. Owners requesting access to an emergency key between the night hours of 8pm to 8am will be assessed a \$50.00 fee per incident.

11. APPLIANCE RESTRICTIONS:

The Condominium Corporation does not allow individual units to use fixed or portable Washer, Dryer, Garburator, electric Space Heater, Air Conditioner (freestanding or window style) or portable dishwasher. Having these types of appliances adds stress to the Common Property services of the building and may cause a damage hazard.

Propane or Oil heating units are not allowed, as per the Bylaws.

Over-the-range (OTR) Microwave or Dual-drawer Dishwasher addition requires proof of electrical and venting or plumbing connection and/or installation by a professional contractor submitted to the Condominium Corporation.

Built-in dishwasher is required to be connected to plumbing services by a professional.

All other typical appliances such as refrigerator, electric range, wine fridge and deep freezer are the ownership of the unit and not restricted.

12. PESTS, VIRMIN AND PEST CONTROL:

The Condominium Corporation will provide the Common Property with quarterly Pest Control service for ants, spiders, mice, roaches and other typical pests. This service *does not* include the interior of any unit. If you believe an infestation in your unit is caused by the Common Property, notify the building Caretaker or Condominium Corporation to have Pest Control investigate.

The Condominium Corporation is not aware of any Bedbug infestation or treatment required at our building or in any units. Residents must take caution when purchasing furnishings or equipment at a Garage Sale or from Kijiji, as these items can easily bring Bedbugs into a unit. Unit owners are liable for all Bedbug treatment, including the hallway and all units surrounding (Above, Below, Adjacent) the infestation. If not addressed quickly, a Bedbug outbreak in one unit can cause a large portion of the building to be evacuated during treatment at significant cost to the unit causing the problem. Be cautious, know the signs and communicate with your tenant/s.

13. INTERCOM SYSTEM AND UNIT PHONE:

The entry intercom system is Common Property, however, currently excludes the wiring to each unit and individual unit phone. The system was installed circa 1982 and it will be replaced soon, as per the Reserve Fund schedule. Until the system is replaced, owners need to be aware of situations causing the intercom system to no longer work within the unit;

Highspeed Internet with Telus will use all installed designated lines to the unit, leaving no available line for your intercom. In addition, after disconnection of Highspeed Internet, the line is no longer set-up for intercom connection.

Hand-held/landline wall-mount phones are becoming scarce to find. Treat your phone accordingly.

If your intercom is not working, the building Caretaker will troubleshoot, however, any further connection issues are the responsibility of the unit. If you are aware highspeed internet was previously connected in the unit, the Condominium Corporation can provide you with the phone number for a service provider to contact for reconnection at owner cost.

14. LAUNDRY ROOMS:

Laundry rooms are for the convenience of the Condominium Corporation residents and are open 24-hours per day, 7-days per week. Access to laundry rooms is with your building key, please ensure the door is closed/locked when you leave. In order to ensure our condominium fees are not used for regular costly appliance repair visits, the following is required when using the laundry rooms:

Lint must be removed from the dryer screen immediately after removing your clothes and put in the trash container.

After inserting soap, wipe down the interior of the washer with an item to be washed before starting your load. This action will keep the interiors of the washers clean for the next user. No one likes to wash clothes in a dirty washer.

Do not compact/overload clothing in the washer or dryer. All contents should be placed loosely in the tub.

Do not wash or dry clothing containing heavy Feces, Oil sands or Diesel fuel/Gas. Wash with soap in tub first.

Fabric freshener pellets are discouraged as they are messy, often getting spilled on the floor or stuck in the washer/dryer.

Remove your laundry when the load is finished, do not leave your laundry well beyond cycle completion.

If all washers or dryers are full and one or more are complete, laundry may be removed from within and set it on the top of the machine to make the unit available.

15. HEATING BOILER SYSTEM:

At no time should the heating pipe be moved, re-routed, disconnected, blocked, covered or enclosed by a cabinet, without the written consent of the Condominium Corporation. Blocking the heating pipe will cause a reduction in heating within the unit. Metal heating covers should be kept free of dust and fabric to avoid fire hazard. Metal heating covers and fins are expensive and can be difficult to replace, care should be taken to preserve covers and fins in good condition. Missing covers can reduce radiant heating within the unit and leave fins open to damage. Heating pipe fins are costly to replace and at the expense of the unit if damaged. Damaged fins will also reduce radiant heating within the unit. Thermostat is the ownership of the unit and specific to Radiant Heating when replaced. During winter months, whether present in the unit or away on extended holiday, the thermostat temperature must be set no lower than 18C. This will prevent the heating pipes within the unit from freezing and potentially breaking, causing costly damage the unit will be liable for.

Windows and patio doors cannot be left open for any duration when the temperature outdoors is less than 5c to prevent cracking the hot water heating pipes. Enter and exit the unit patio door, closing it each time and never leaving it open for "just a minute" while out on the patio/balcony to BBQ, smoke, or any other action. The colder the air is outside, the quicker it is drawn/sucked toward the floor where the heating pipes are. Plumbing leak repairs at cracked pipes below windows or sliding door are 100% the responsibility/cost of the unit. These emergency calls are expensive and often involve liability for damage to units below (if any). All leaking heating pipes are considered an emergency and the building Caretaker or Condominium Corporation is to be notified immediately, no matter the time or day, as a small drip can quickly expand into a complete failure/blowout due to the pressures within the closed system, resulting in disconnection of heating to the entire building while repaired.

16. SMOKING:

Per the Bylaws, smoking (cigars, cigarettes or cannabis) is only allowed on the balcony or patio of a unit. Smoking is NOT allowed on or in any other portion of the property including within a unit, hallway, laundry room, lobby, parking lot or any portion of the grounds. When smoking on a balcony or patio attention must be paid to ensure smoke does not drift into neighbouring units. Smoke drifting into adjoining units is considered a nuisance and encroaches on the peaceful enjoyment rights of another owner/resident.

Disposal of smoking debris is required to be made into a sealed and fire-retardant container only, due to local wind. Container is to be cleaned regularly and cold, fully extinguished, smoking materials placed in a tightly sealed bag for disposal. Drift or discarding of smoking materials by dropping, flicking or blowing onto the Common Property may result in additional pass-through expenses to cure any damage or cover the costs of clean-up. Complaints of smoke drift or smoking in non-designated areas will be handled as a Breach of the Bylaws and result in penalty [sanction] as listed in item 2 herein.

17. PETS

Per the Bylaws, all pets require the prior written approval of the Condominium Corporation. Pet Application is available upon request. As per the Bylaws, all pets must conform to the City of Lethbridge licensing and leash regulations. Pets travelling through Common Property must be controlled by leash, container or held in addition to leash. Pet owners are solely liable for any and all disturbance, damage, injury, or legal action resulting from or by the pet.

Kitty litter odours are to be contained within the unit. Odours drifting into hallways or adjoining units will be handled as a Breach of the Bylaws and result in penalty [sanction] as listed in item 2 herein.

Dog feces on lawns is to be picked up immediately and tightly contained in a bag prior to disposal.

Damage expense to Common Property, such as pick-up of feces on lawns, scratches to Main Door or flooring are to be cleaned, repaired or replaced by the pet unit owner.

Pest infestations such as fleas or lice are abated at the sole expense of the pet unit owner.

In addition to penalty [sanction] as listed in item 2 herein, the Condominium Corporation retains the right to rescind any prior approval allowing a pet, resulting in the permanent removal of pet, in the case of continued Breach of pet restrictions.

18. INSURANCE:

The common Insurance Policy of the Condominium Corporation is intended for major peril. Condominium Corporation deductibles range from \$25,000.00 to \$50,000.00. Owners may be liable for payment of the deductible should the owner, or owners' tenant or guest, be the cause of loss or repair. Costs for residents to stay outside of a unit during repair is the sole responsibility of the owner. Per the Bylaws of the Condominium Corporation, section 46 page 27, owners are required to carry their own insurance for their unit for liability of at least \$1,000,000.00 and for the personal property of the unit and Betterments.

PERSONAL PROPERTY: All contents not attached, such as furnishings and appliances.

STANDARD INSURABLE UNIT DEFINITION (SIUD): Which components of a unit are insured by the Condominium Corporation and subject of the obligation to repair or replace upon loss or damage due to major peril or other Condominium Corporation liability.

BETTERMENT: Which components of a unit are an improvement or personal property of the unit owner and subject to the sole responsibility of the owner to insure, even in the case of Condominium Corporation liability.

When loss is less than the deductible of the Condominium Corporation and contained to a minimal number of units, the Condominium Corporation at its sole discretion may request use of owner's insurance to mitigate the loss or repair OR decide to cover the loss or repair from Operational funds which are paid by every owner, and as such every owner is sharing the cost of mitigation.

19. PREVENTATIVE AND SAFETY:

Evacuation: In the case of a building emergency, the fire alarm will sound. Every resident is to evacuate the building immediately regardless if the resident does not see or smell a problem. It is recommended to keep a flashlight handy and in the case of an emergency, bring it with you. Elevators will be disabled; stairwells are to be used. Close your unit door and stairwell door when you exit. It is the responsibility of every resident to know their primary and secondary evacuation routes. Do not crowd the stairwell or block others from entering or exiting. If your hallway is filled with smoke, stay as low to the floor as possible when exiting. If time allows, you may wet fabric on your way out and hold against your face. Do NOT spend time collecting pets or personal affects, the time it takes to do so may be the only time available for a safe exit. After leaving the building, be sure to gather at a muster point in a far corner of the Property Grounds away from the building, so as not to block emergency vehicles from attending the building perimeter. If you evacuate to your vehicle and intend to drive away, ensure you have pulled away from the building area and your movements do not block access to emergency vehicles. Stay near the building or at the muster sites, as information from the Condominium Corporation or Emergency Services/Police representatives will provide updates in these locations.

Unoccupied Unit: If a unit is vacant due to holiday or other vacancy for seven (7) or more days, the Insurance Act of Alberta requires that the unit be checked/monitored. The Condominium Corporation requires monitoring to comply with this document.

Balcony: Be courteous to your neighbours below when cleaning your balcony. Water or sweeping can spread debris onto other unit balconies, which is against the Bylaws. It is the unit owner's liability for injury to other residents when items fall or are thrown from a balcony. Yelling from a balcony to those on the ground or climbing up the building on Balconies is a Breach of the Bylaws.

Garburator: While these rules specify the Condominium Corporation does not allow a Garburator, the Board is aware some owners have installed them. Units with Garburators add to plumbing stoppages and the cost of all owners Condo fees, which will be considered by the Condominium Corporation Board when evaluating plumbing clogs. If you have a garburator, they require a significant amount of water to eliminate stoppages. Prior to placing small food items in the garburator, it is essential that water is run, and then continue to run the water during and for at least 30 seconds after you have shut off the garburator. These Rules and Plumbers do not recommend putting the following food items in the garburator; oil, rice, banana peels, coffee grinds, carrot or potato peels.

Elevator: When using the elevator please push only the floor number button, pushing or holding the close/open door button(s) can create costly elevator door repairs.

Patio Door, Window & Screen Maintenance: Clean the tracks of your patio door, windows and screen door regularly to avoid debris building up causing damage to the rollers or window/door itself. Any warranty can be voided if tracks are not kept clean.

Bulletin Board in Main Lobby: The Bulletin Board in the main lobby is for Condominium Corporation notices and building information. Residents wishing to post a notice on the Bulletin Board must get the permission of the Condominium Corporation. Requests may be submitted to the Caretaker or directly to the Condominium Corporation and permission is at the sole discretion of the Condominium Corporation. At no time will offensive, argumentative, discriminatory or political information be allowed to be posted. The Condominium Corporation waives all liability for resident postings, even when approved for posting by the Condominium Corporation.

Solicitation: Residents going door-to-door to sell products or solicit other residents is not allowed. Solicitation from outside persons is also not allowed but can be difficult to monitor. Please report any outside solicitation, other than flyers within your mailbox, to the building Caretaker or the Condominium Corporation. Census taking is not considered a form of solicitation.

Common Grounds: The parking lot, sidewalks and common grounds of the property are not to be used for entertainment purposes beyond coming and going. Skateboards, Scooters, Bicycles and Roller Blades are forms of entertainment, if not used to travel to and from the building. Benches/tables are to be used for occasion relaxation by Condominium residents only and not intended for parties or large gatherings with persons other than residents or for extended periods.

Garbage: Furniture, mattresses, appliances, household items or construction waste may not be disposed of on the Condominium Corporation property or down garbage chutes. Garbage areas are monitored for compliance. Penalties will be charged to the unit.

20. OPERATIONS ADMINISTRATION:

A Condominium Corporation Board Administrator is contracted by the Board to administer the operations of the condominium and an onsite Caretaker is employed to provide day to day grounds keeping, cleaning of and access to the common property. The duties of the Condominium Corporation's Board Administrator are to provide advice to the Board, oversee the building Caretaker, ensure timely financial bookkeeping/reporting and complete the daily administrative activities of the Condominium Corporation activities. At all times the condominium board administrator and onsite caretaker are answerable to the Board. The Board in turn is accountable to all the owners of the condominium.

21. RECYCLING:

The City of Lethbridge mandates, inspects and authorizes the Condominium Corporation's Recycling Program. Failure to follow the Condominium Corporation recycling requirements will result in City of Lethbridge fines to the Condominium and passed through as an owner penalty [sanction] as listed in item 2 herein. Therefore, it is critical all residents follow the recycling instructions as detailed.

BLUE Recycling Bins are located in the garbage room directly off the main floor laundry room. Bins are labelled to reflect the product to recycle, as shown below (page 7). PLEASE RINSE ALL CONTAINERS. Building materials or Glass of any kind are not to be placed in the recycling. You can also visit the Waste Wizard tool at <https://curbside.lethbridge.ca> to investigate if something is recyclable.

Every Unit/Owner will receive one (1) small tote which must stay in/with the unit to store resident recycling. Missing tote is the responsibility of the unit/owner to replace/provide. Recycling may not be stored on a balcony or patio.

The following allowable materials are to be placed in the same large BLUE bin


PAPER (Clean and Dry):

Newspaper	Advertising Flyers
Unprinted Packing Paper	Paper (computer, writing, invoices, office paper, etc)
Phone Books	Magazines
Paper Bags	Envelopes (NO Plastic window)

NO:

MASKS	Wrapping/Gift Paper
Paper/Cardboard Take-Out Food Dishes	Greeting Cards/Post Cards
Paper/Cardboard Take-Out Drink Cups (Plastic Lids with Symbols go in Plastics)	Tissue Paper (Gift Paper)
Paper Napkins or Kleenex	Parchment Paper
	Shredded Paper (must be bagged & taken to a recycling station)

PLASTIC (Clean and Dry):

ONLY PLASTICS WITH RECYCLE SYMBOL  NUMBERS 1 to 7. *Please check ALL PLASTICS for recycle symbol and number. If the Plastic item does not have a Symbol/Number of 1 –7 please place in Household Garbage (Grey Bin).* Lids, caps and labels can stay on.

Sour cream/Cottage cheese/Yogurt/plastic peanut butter container/Ice cream bucket/Laundry soap jug/Shampoo bottle & similar

NO:

Plastic Shopping Bags, Bread Bags, Frozen Vegetable Bags (Please NO Ziploc or Tiny Plastic Bags)	Plastic Food Wrap (Saran Wrap)
Plastic "Overwrap" (On Bulk items such as Toilet Paper/Paper Towels/Water Bottles)	Beverage 6-Pack Plastic Rings
Plastic Cutlery	Plastic "Bubble wrap" or packaging
STYROFOAM – (Egg Cartons/Fresh Meat Trays, Packing Material)	

METAL & FOIL (Clean and Dry):

Soup/Vegetable/Sauce/Tuna cans & similar	Tin pie plates & take-out containers
Metal Lids from Glass Jars/Jam Jar Lids, etc.	Aluminum ONLY Coffee Cans (no cardboard/metal mix)
Metal Tins with their metal lids (for safety please place the metal lids inside of the cans)	Aluminium Foil

NO:

Pots/Pans/Baking Trays/Muffin Tins, etc.	Lids with both metal & cardboard
Aerosol Cans ** (if empty – please place in Household Garbage) **	Wire Coat Hangers
Paint Cans ** (if empty – please contact the City of Lethbridge for proper disposal) **	Metal Cutlery

CARDBOARD (FLATTENED, Clean and Dry):

Corrugated cardboard – Small (18"x18" or less) Shipping/Moving Boxes	Cardboard Egg Cartons/Shoe Boxes
"Box Board" – e.g., Cereal Boxes/Rice & Pasta Boxes/Kleenex Boxes/Hand Soap/Toothpaste Boxes (NO Plastic windows – remove plastic)	
Paper Towel and Toilet Paper inner Rolls	CLEAN ONLY (NO grease stain) Pizza Boxes

NO

PIZZA BOXES with food or grease residue or USED TAKE-OUT FOOD BOXES	Soiled/Wet Cardboard
Cardboard Containers made/combined with anything, like Metal	Cardboard Cans (e.g., Frozen Juice Cans)
Large Boxes over 18"x18" square (Appliance, Furniture, Large Moving/Shipping boxes can be taken to a recycling station)	

REFUNDABLES (Please Rinse and Remove Caps): GREEN GARBAGE CAN (not Blue OR Grey)

***If you paid a recycling fee at time of purchase – the following items are considered "Refundable"*

Aluminum Soda Pop/Beer/Juice Cans - **Please Do NOT CRUSH**	Glass or Plastic Soda Pop/Beer/Wine Bottles (any size)
Cardboard/Foil Juice Boxes (no straws)	Milk Containers (Plastic or Cardboard) **Please Rinse out to prevent odours**
Water Bottles (all sizes)	ALL Liquor and Wine Bottles - **Includes Wine Boxes**

NO

Non-Refundable Bottles/Cans or Containers (e.g., No Cardboard Broth Containers, some cardboard Juice Containers, please check the Label)

***Once deposited in the appropriate Bin, ALL Refundable Items become the property of the Condominium Corporation and may only be removed by the employees or assignees of the Condominium Corporation with explicit permission.*

GARBAGE: All household garbage is to be bagged and disposed of in one of the 4 the Large GREY bins.

NO GLASS! You can recycle glass on your own by dropping off at the nearest recycling station: 296 Bridge Dr. W

BROKEN GLASS OF ANY KIND	Lightbulbs/Fluorescent Lights
Window Glass	Coloured Glass – Bottles and Jars
Ceramic/Glass Dishes or Cups	Eyeglasses

22. PRIVACY, COLLECTION OF PERSONAL INFORMATION AND DISCLOSURE POLICY:

This section describes the Condominium Corporation policies and procedures on the collection, use and disclosure of your personal information and explains your privacy rights and how the law protects you. The Condominium Corporation uses your Personal information to provide and improve Service. By purchasing a unit within the Condominium Corporation, you agree to the collection and use of information in accordance with this Policy.

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Policy:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Policy) refers to the Condominium Corporation #8311933 dba Madison Heights, 21 Berkeley Place West Lethbridge, AB T1K 5N1.
- **Service** refers to all transactions completed on behalf of and for the benefit of the Company or as per the Bylaws of the Company.
- **You** means the individual owner/s or user/s of the Company, or other legal entity on behalf of which such individual is entitled, as applicable.
- **Board** refers to the members of the Company Board elected to direct the Service on behalf of the Company.
- **Account** means a unique account created for You to record Service transactions and information in reference to the Company.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service Provider** means any natural or legal person who requires and/or processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- **Device** means any device that can access the Company or Service, or Service Provider such as a computer or a phone.
- **Usage Data** refers to data collected, either generated by the use of the Service, Service provider or ownership in the Company.
- **Website** refers to Madison Heights Owner and Resident Portal, accessible from www.madisonheights.ca

Types of Personal Data Collection

Provided Data

While using Our Service, We will ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name/s and last name/s
- Phone number
- Address, City, Province, Postal code
- Banking information
- Account status [Estoppel]

Usage Data

Usage Data is collected as disclosure when purchasing a unit within the Company or provided by You to facilitate Service.

Usage Data may be obtained from a Device when You call or email in response, or to inquire about, the Company or Service or visit our Website.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- **To provide and maintain the Company Service:** including use of unit number (and name only when required) in publicly available Minutes.
- **To manage Your Account:** to make timely payments of the Company fees, to report to the Board on credit, delinquency or Service status.
- **To contact You:** to contact You by email, telephone, SMS, or mail to obtain payment or request authorization, to notify You of important Company information, and to mail You required documents.
- **To manage Your requests:** to attend and manage Your requests to Us or our Service Provider.

We may share Your personal information in the following situations:

- **With Service Providers:** in the compliance and undertaking of any contract for products or services required to disclose Personal Data or manage Account information. To contact You upon your request. To fulfill Service or obligations to the Company.
- **With the Board:** in order to complete due diligence and oversight of the Company and its Service.
- **With Company Banking Institution:** we will share Your personal information in connection with making Service withdrawals or deposits.
- **With other members of the Company:** as minimally as possible for Company transparency or as required by Act, Bylaw or Rule.
- **Law enforcement:** Under certain circumstances, the Company or its Service Provider may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency).
- **Other legal requirements:** the Company may disclose Your Personal Data in the good faith belief that such action is necessary to:
 - Comply with a legal obligation
 - Protect and defend the rights or property of the Company
 - Prevent or investigate possible wrongdoing in connection with the Service
 - Protect the personal safety of the Company or the public
 - Protect against legal liability

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if We are required to prepare and serve a Caveat or the Company is named in a lawsuit), resolve disputes, and enforce our legal agreements and rules.

Transfer of Your Personal Data

Your information, including Personal Data, is stored in the Company's operating virtual office and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your province, country. Your submission of such information represents Your agreement to that storage. The Company will take steps reasonably necessary to ensure that Your data is treated securely in accordance with this Policy and that there are adequate controls in place to secure Your data and other personal information. The security of Your Personal Data is important to Us, but no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Changes to this Policy

We may update our Policy from time to time. We will notify You of any changes by providing the new Policy by email or mail.

Contact Us

If you have any questions about this Policy, You can contact the Condominium Corporation Board by email: victoria@lethbridgeit.ca or phone: 1-403-327-0131

23. INVESTMENT POLICY

1. Definitions and Interpretation

Corporation: means the Condominium Corporation 8311933 dba Madison Heights, 21 Berkeley Place, Lethbridge AB T1K 5N1

Board: means the Board of Directors of the Condominium Corporation 8311933.

Executive: means the Executive Officers of the Condominium Corporation 8311933.

Investment Manager: means those firms or individuals appointed by the Board for the investment of assets.

Investment Policy: means a formal statement approved by the Board which provides the basis upon which a fund or pool of funds is to be deposited and/or invested.

Risk: means the uncertainty of future investment returns.

2. General

- a. The Corporation's primary source of funding is Condominium Fee contributions. Additional minor funding comes from laundry income, rental of Common Property, processing document fees, late or penalty fees, investment interest and Special Assessment.
- b. The Corporation is a not-for-profit tax-exempt organization, in accordance with the Income Tax Act.
- c. The purpose of the Investment Policy is to provide a clear statement of the Corporation's investment objective, to define the responsibilities of the Board and any other parties involved in managing the Corporation's investments, and to identify permissible investments.
- d. This Investment Policy shall apply to all investments of the Corporation. Investments shall be made within the Province of Alberta.

3. General Terms of Investment

- a. The overall investment objective of the Corporation is to minimize risk and provide for Capital Replacement Reserve income. The primary objective is the safeguarding of principal.
- b. All transactions shall be for the sole benefit of the Corporation. All investments shall be held in the name of the Condominium Corporation 8311933 by approved institutions.
- c. The Executive and/or the Board shall review the Corporation's investment policy on a regular basis. Amendments may be made at any time, as approved by the Board.
- d. The Board or its Professional designate shall conduct an annual review of the Corporation's investment assets and report to the Corporation.
- e. Any investment that is not expressly permitted under this Policy must be formally reviewed and approved by the Corporation.
- f. The Executive has ultimate responsibility for the investment and management of the Corporation's investment assets with oversight from the Board. The Executive and the Board will make all investment decisions using the standard of care of a reasonable non-profit board volunteer in a similar Corporation. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence and discretion exercise in the management of their own affairs, not for speculation, but for investment, considering the preservation of capital, as well as the probable income to be derived. The Executive and the Board, acting in accordance with this policy and exercising due diligence, shall be relieved of personal responsibility for any individual investment's risk or market price changes.
- g. Executive or Board members involved in the investment decision shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions or recuse themselves from any vote on the matter. Material interests in financial institutions with which the Corporation conducts business shall be disclosed.
- h. The Board will approve investment decisions. Those Executive members or others authorized by the Executive with bank signing authority will implement investment decisions.
- i. The Board may hire outside experts as investment consultants or investment managers. If an investment manager is hired:
 - Each investment manager will invest assets placed in its care in accordance with this investment policy.
 - Each investment manager must acknowledge, in writing, acceptance of responsibility as a fiduciary.
 - Each investment manager will have full discretion in making all investment decisions for the assets placed under its care and management, while operating within all policies, guidelines, constraints, and philosophies outlined in this Investment Policy.
 - Each investment manager will provide quarterly and annual reports to the Board about all investments and investment decisions.
 - Each investment manager will acknowledge, in writing, the Board's right to commence proceedings against the investment manager if the Corporation suffers a loss because of a breach of duty of the investment manager.
 - A copy of this Investment Policy, and any amendments, will be provided to any investment manager. Each investment manager will acknowledge and agree, in writing, to comply with the terms of a new investment policy within 30 days, failing which the appointment will be terminated and a new investment manager will be retained, as necessary.
- j. A copy of this Investment Policy, and any amendments, will be provided to the Corporation's auditor.
- k. A cash operating account shall be maintained with a zero to very low risk tolerance to keep cash available to pay operational expenses.
- l. Transactions shall be executed at reasonable cost, taking into consideration prevailing market conditions and services and research provided by the executing broker.
- m. Permitted investments include: Cash and cash equivalents, Guaranteed Investment Certificates (GICs), short-term or accessible on-demand Savings investment accounts and other low risk investment vehicles.
- n. High risk transactions are prohibited and include the purchase of non-negotiable securities, derivatives, high risk or junk bonds, private placements, precious metals, commodities, short sales, any margin transactions, straddles, warrants, options, life insurance contracts, leverage or letter stock.
- o. To ensure liquidity of assets, the maximum term for any investment is three (3) years.
- p. Income earned from the investment of funds will be reinvested, where the investment is renewed, or added to the cash operating account and used to pay expenses, where the Executive or Board approves the need to top-up the cash operating account.