

**102** SCENIC DRIVE

**102 Scenic Drive – CCN 2411132**

**Policies Booklet**

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# Definitions:

In these policies, unless the context or subject matter requires a different meaning, the following terms meanings are:

- “Minor” means someone under the age of 18
- “Facility” refers to Condominium Corporation No. 2411132 “102 Scenic” including amenities
- “Amenities” means those areas of the common property intended for the exclusive use of the Residential Unit Owners and Occupants and their invitees which may include some or all of the following:
  - courtyard, walkways, lawns and garden areas;
  - meeting room;
  - lounge and billiards room;
  - wine cellar;
  - vault;
  - exercise studio;
  - golf simulator;
  - culinary art/craft room;
  - greenhouse;
  - woodshop;
  - theatre;
  - dog and car wash; and
  - foyers and hallways;
- “Board” means the Board of Directors of the Corporation;
- “Facility Staff” meaning the Condominium Corporation may provide various staff, including, without limitation, site manager, concierge/security guards, as it deems fit from time to time



# 102 SCENIC DRIVE

## MOVING IN/OUT, DELIVERY & ELEVATOR USE POLICY

### ELEVATOR - DAY TO DAY USE

- Do not hold or prop the elevator door open with your hand, foot or any object as this can cause the elevator to default and stop running. You will be charged to have the elevator fixed which can be around \$750.00 to \$1000.00.
- Use the door open button, if necessary, to keep the door open for a few extra seconds. If required, an elevator key to lock the door open can be secured from Simco Management on site.

### MOVING IN/OUT OF THE BUILDING & FURNITURE DELIVERY

All moves regardless of floor you live on must be booked through Simco Management with a minimum of 72 hours' notice. Failure to book your move will result in a \$100 monetary sanction. Contact Simco at 403-234-0166 or by email: [102Scenic@simcomgt.com](mailto:102Scenic@simcomgt.com)

- Anyone who is using the elevator to **move their belongings** as a move in/move out or **move one to three large household items** (considered a delivery) in or out must abide by the Moving Policy and Elevator Use Policy and use an elevator key to disable the elevator door, this key can be secured from Simco Management onsite..
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- Moving times are only permitted between 8:00 am to 12:00pm, 12:30pm – 4:30pm and 5:00pm – 9:00pm and can only be booked for one time slot.
- A refundable \$250.00 cheque for deposit is required prior to the move for potential damages or lost elevator key incurred during the move. The security deposit can also be a hold on your credit card if booked through Condo Control Central.
- The deposit of \$250.00 will be returned once Simco Management receives the security report that no damages occurred to the common property. This may take up to 15 days to process. If you are moving out, please ensure that you provide a forwarding address when booking your move. Please note the hold on a credit card will automatically be taken off 7 business days after the move.

- You must pay a moving fee of \$150.00 when you move in or move out of the building. Moves booked on stat holidays must pay a moving fee of \$300.00 Please make a cheque payable to Condominium Corporation No. 2411132 prior to the move. These fees are put towards the security guard on-site. The security guard is required to ensure there is no one entering the building that is unauthorized, monitor damage to the common property and assist in case of an emergency.
- There are no fees required for a deliveries kept in the parcel room on the main floor.
- If your move exceeds the time slot, you will be charged an additional fee of \$50/hour for the extra time the security guard must be on site during the extended move.
- You may NOT move in/out of the building through the FIRE EXIT DOORS. To do so will incur an automatic fine of \$100.00. This is a Lethbridge Fire Department regulation.
- If you are using PODS for your move a pod can only be on site for a maximum of 6 hours but must be remove by 6:00pm the same day whichever comes first. Please note pods on site after 6pm or for longer that 6 hours, which ever comes first, will result in a \$100 fee per additional 12 hours that the pod remains on site.
- Do not leave exit/entrance doors propped open if no one is around to monitor. Please ensure all doors are closed and locked properly including latching the inside door.
- If you cause damage to the common property during your move, all costs will be borne by you.

## **Amenities Rules & Regulations**

### **BEHAVIOUR AND DRESS CODE**

#### **General**

- All Owner(s)/Resident(s) and their guests are expected to conduct themselves in a well-mannered and respectful fashion, and to treat all other Residents/Occupants/Guests and employees in a courteous manner.
- All equipment used anywhere in the Facility shall be returned to its proper place when no longer needed.
- Use of mobile phone and other electronic devices is permitted in the Facility, however, please refrain from use of these devices in locker rooms, in group classes, or in any other fashion that may inhibit the use of the Facility by others. In particular, image capturing is strictly forbidden in locker rooms, pool, sauna and steam room.
- All Residents/Occupants/Guests and guests utilizing the Facility do so at their own risk.

- Facilities cannot be used to make, create or finish items for sale, anything produced must be for personal use on site.

### **Dress Code**

- For safety purposes, please ensure that all clothing and footwear worn in the facility is suitable for the activities in which you will be engaging.
- In consideration of those with sensitivities, please refrain from wearing perfume or cologne to the Facility, and from utilizing scented products in the locker rooms.

### **Noise**

- All Residents/Occupants/Guests are expected to utilize the Facility in a manner that is respectful of the use of others. Undue noise will not be tolerated.
- Residents/Occupants/Guests are asked to be respectful of classes and private events being conducted in the Facility.

### **ACCESS**

- You must be an on-site Owner(s)/Resident(s) to use the facilities.
- No Owner(s)/Resident(s) shall be entitled any access to the Facility outside of the posted hours of operation.
- Please be respectful of the hours of operation of the Facility and allow yourself time to complete your activities, gather your belongings and depart prior to the closing time.

### **STAFF**

- The Condominium Corporation may provide various staff, including, without limitation, site manager, concierge/security guards, as it deems fit from time to time (the "Facility Staff")
- Notwithstanding the presence of Facility Staff, each Owner(s)/Resident(s) remains responsible for their own safety while utilizing the Facility, and for the safety of any minors in their care.
- The duties of the Facility Staff include the enforcement of these Rules and Regulations. The Facility Staff are authorized to take all reasonable steps necessary to carry out their duties.

## **MINORS**

- Resident(s) under the age of 15 must be accompanied by an adult Owner/Resident who remains in the Facility while the minor(s) use the Facilities.
- Minors 16 and over may attend the Facilities unaccompanied, subject to the rules and restrictions in place with respect to certain amenities.

## **GUESTS**

- Owner(s)/Resident(s) are entitled to bring guests to the Facilities in accordance with the restrictions set out herein, as amended from time to time.
- Owner(s)/Resident(s) must provide the number of guests that will be attending when booking an amenity.
- Unaccompanied Minors between the ages of 16-17 shall not be entitled to bring more than 2 guests per day into the facilities.
- No Owner(s)/Resident(s) may admit a suspended or terminated Owner(s)/Resident(s) as a guest.
- The admission of guests or any individual guest into the facilities may be restricted at any time at the Board's discretion.
- Owner(s)/Resident(s) must accompany their guests at all times while utilizing the Facility.
- Owner(s)/Resident(s) are responsible for ensuring that their guests comply with all Rules and Regulations while utilizing the Facility. Owner(s)/Resident(s) will be held responsible for the conduct of their guests and all liabilities and damages incurred by the guest while at the Facility.

## **Personal Property**

- The Condominium Corporation, Management Company and Facility Staff cannot guarantee the security of any personal property left in lockers or otherwise unattended. It is not recommended that Owner(s)/Resident(s) leave valuables in lockers.
- The Condominium Corporation, Management Company and Facility Staff is not responsible for any damage to, loss of or theft of your personal property.

## **FACILITIES**

**GOLF SIMULATOR – Hours of Operation Monday to Sunday, 9:00am to 10:00pm  
Must book a time slot. Maximum 2-hour time slot.**

- Must book a time slot in advance either through Condo Control or through the Facility Staff. Time slots are limited to 2 hours.
- All Owner(s)/Resident(s) and guests must comply with all rules associated with the use of the spaces, restrictions on decorations and noise, and other restrictions, all of which will be provided by Facility Staff upon reservation.
- Groups of 2 or more must book back to back slots (4 Hours)
- Golf Simulator must be properly shut off before leaving the amenity, instructions are provided in the amenity.

**MOVIE THEATRE – Hours of Operation Monday to Sunday, 9:00am to 10:00pm**

**Private booking fee is \$50.00 for a 4-hour time slot and a \$150.00 deposit.**

- For private bookings, must be booked in advance of 1 week, and will be reserved on a first come, first served basis by Facility Staff.
- Any bookings past 10:00pm requires approval of the Board.
- Booking is based on a 4-hour block including set up, tear down and clean up. No set up can begin until evaluation is completed.
- After use, the Cleaning Checklist (Appendix A of the Policies) must be completed and returned to Facility Staff. The \$150 deposit will only be returned with a completed Cleaning Checklist and confirmation from Facility Staff the amenity space has been cleaned and free of damages.
- Any remaining clean up completed by the cleaners will result in a cleanup fee of \$50.00.
- Alcoholic beverages may be consumed in the theatre but are not permitted walking around the hallways or the lobby area.
- All your guests need to be accompanied by you and always remain with the resident.
- Movie theatre is open to any on-site Owner(s)/Resident(s) if there is not a private function or event taking place.
- All Owner(s)/Resident(s) and guests must comply with all rules associated with the use of the theatre, restrictions on decorations and noise, and other restrictions, all of which will be provided by Facility Staff upon reservation.

**CULINARY CRAFT ROOM - Hours of Operation Monday to Sunday, 9:00am to 10:00pm**

**Private booking fee is \$50.00 for a 4-hour time slot and a \$150.00 deposit.**

- For private bookings, must be booked in advance of 1 week, and will be reserved on a first come, first served basis by Facility Staff or through Condo Control website
- Any bookings past 10:00pm requires approval of the Board.

- Booking is based on a 4-hour block including set up, tear down and clean up. No set up can begin until evaluation is completed.
- After use, the Cleaning Checklist (Appendix A of the Policies) must be completed and returned to Facility Staff. The \$150 deposit will only be returned with a completed Cleaning Checklist and confirmation from Facility Staff the amenity space has been cleaned and free of damages.
- Any remaining clean up completed by the cleaners will result in a cleanup fee of \$50.00.
- Alcoholic beverages may be consumed in the Culinary Craft Room but are not permitted walking around the hallways or the lobby area.
- Culinary Craft Room is open to any on-site Owner(s)/Resident(s) if there is not a private function or event taking place.
- All Owner(s)/Resident(s) and guests must comply with all rules associated with the use of the spaces, restrictions on decorations and noise, and other restrictions, all of which will be provided by Facility Staff upon reservation.

***WOOD WORKING SHOP - Hours of Operation Monday to Sunday, 9:00am to 10:00pm***

- Access to the Wood Working Shop will only be provided after an Owner/Resident has completed the mandatory safety course. Cost of the safety course will be back charged to the Owner/Resident participating.
- Any guest of an Owner/Resident must complete the mandatory safety course and be accompanied at all times by the Owner/Resident
- No minors, anyone under the age of 18, will be allowed in the Wood Working Shop at anytime.
- Storage of flammable materials or products is strictly prohibited in the wood working shop at all times. There are no exceptions.
- All Owner(s)/Resident(s) must comply with all rules associated with the use of the spaces, restrictions on decorations and noise, and other restrictions, all of which will be provided by Facility Staff upon reservation.

***FITNESS/YOGA ROOM -Hours of Operation Monday to Sundy 24 hours***

- Appropriate athletic clothing and indoor footwear must be worn.
- Owner(s)/Resident(s) must clean and return equipment after use.
- No alcoholic beverages or glassware in the Fitness/Yoga room.

- Availability of fitness/yoga studio spaces is subject to scheduled programming and prior bookings. Owner(s)/Resident(s) are required to consult with staff prior to utilizing these spaces.
- All Owner(s)/Resident(s) and guests must comply with all posted rules.

**SAUNA ROOM - Hours of Operation Monday to Sunday 24 hours**

- Owner(s)/Resident(s) under the age of 12 are not permitted in the sauna rooms unless supervised by a person over the age of 18.
- No alcoholic beverages or glassware in the sauna room.
- All Owner(s)/Resident(s) and guests must follow the posted rules in the steam room facilities.
- At minimum, a bathing suit must be worn in sauna room.

**GAMES ROOM & COFFEE BAR - Hours of Operation Monday to Sunday – 9:00am to 10:00pm**

***Private booking fee is \$50.00 for a 4-hour time slot and a \$150.00 deposit.***

- For private bookings, of the Games Room/Coffee Bar, must be booked in advance of 1 week, and will be reserved on a first come, first served basis by Facility Staff.
- Any bookings past 10:00pm requires approval of the Board.
- Booking is based on a 4-hour block including set up, tear down and clean up. No set up can begin until evaluation is completed.
- After use, the Cleaning Checklist (Appendix A of the Policies) must be completed and returned to Facility Staff. The \$150 deposit will only be returned with a completed Cleaning Checklist and confirmation from Facility Staff the amenity space has been cleaned and free of damages.
- Any remaining clean up completed by the cleaners will result in a cleanup fee of \$50.00.
- Games Room/Coffee Bar is open to any on-site Owner(s)/Resident(s) if there is not a prior booked private function or event.
- All Owner(s)/Resident(s) and guests must comply with all rules associated with the use of the spaces, restrictions on decorations and noise, and other restrictions, all of which will be provided by Facility Staff upon reservation.

**EVENT SPACES (Car Club Lounge, Residents Common Room, Wine Tasting Room, Meeting)**

***Hours of Operation Monday to Sunday – 9:00am to 10:00pm***

***Private booking fee is \$50.00 for a 4-hour time slot and a \$150.00 deposit.***

- For private bookings, of any event space(s) must be booked in advance of 1 week, and will be reserved on a first come, first served basis by Facility Staff.
- Any bookings past 10:00pm requires approval of the Board.
- Booking is based on a 4-hour block including set up, tear down and clean up. No set up can begin until evaluation is completed.
- After use, the Cleaning Checklist (Appendix A of the Policies) must be completed and returned to Facility Staff. The \$150 deposit will only be returned with a completed Cleaning Checklist and confirmation from Facility Staff the amenity space has been cleaned and free of damages.
- Any remaining clean up completed by the cleaners will result in a cleanup fee of \$50.00.
- Event space(s) are open to any on-site Owner(s)/Resident(s) if there is not a prior booked private function.
- All Owner(s)/Resident(s) and guests must comply with all rules associated with the use of the spaces, restrictions on decorations and noise, and other restrictions, all of which will be provided by Facility Staff upon reservation.

#### **Food and Beverage Spaces**

- Alcoholic beverages may only be consumed within designated event and food and beverages spaces within the Facility but are not permitted walking around the hallways or the lobby area.
- All Residents/Occupants/Guests are expected to comply with the provisions of the *Alberta Gaming and Liquor Act* and the associated regulations with respect to the service and consumption of liquor within the Facility.
- All food preparation areas may be subject to a cleaning fee after every use.
- Any external caterers or other service providers are subject to approval of the Condominium Corporation, in the Board's sole discretion.

#### **FEES AND OTHER CHARGES**

- Use of the basic services within the Facility are included in the condominium fees. However, certain programs and activities may have an additional fee associated with them. A schedule of fees and programs will be available for review by Owner(s)/Resident(s) at the Facility, as amended from time to time.
- Each Owner(s)/Resident(s) agrees to pay to the Condominium Corporation for all expenses incurred in relation to the use of the Amenities, including, without limitation, fines associated with breaches of the bylaws, rules and regulations, and registration for programs or services with associated fees.

- Where an amenity or program is not included in the condominium fees, Facility staff shall provide a receipt to the Owner(s)/Resident(s) indicating the cost of the Service.
- No Minor shall be entitled to incur fees within the Amenities without the written consent of the parent or guardian.
- Non-payment of any fees or other charges shall constitute a breach of these Rules and Regulations for which the Facility shall be entitled to recourse pursuant to all the mechanisms provided in these Rules and Regulations.

#### **AMENDMENTS TO THESE RULES AND REGULATIONS**

- The Condominium Corporation shall have the right to make amendments to these Rules and Regulations (including such other and further reasonable Rules and Regulations) as in its judgment may from time to time be required for the safety, care and cleanliness of the Facility, and for preservation of good order therein. A copy of the current rules and regulations, with changes, shall be kept in the Condo Control library.

#### **ENFORCEMENT**

- The Condominium Corporation, or its authorized representatives, including the Facility Staff, shall be responsible for receiving complaints, investigating those complaints and taking any such further action as may be provided for in the Bylaws, Rules and Regulations as may be necessary or appropriate to enforce compliance with the Bylaws, Rules and Regulations including without limitation the imposition of fines.
- Parents, guardians or responsible parties of minor children are responsible for their minor children and/or their minor children's guests who violate the Bylaws, Rules and Regulations.
- Owner(s)/Resident(s) are responsible for any guest who violates the Bylaws, Rules and Regulations.

#### ***Imposition of a penalty or fine***

- The Condominium Corporation may, from time to time, provide for specific fines and penalties for violations of the Bylaws, Rules and Regulations upon written notice to the Owner(s)/Resident(s).
- Upon a written notice of a breach of the Bylaws, Rules and Regulations, Owner(s)/Resident(s) may be issued a fine, payable in accordance with the terms thereof.
- In addition, the Condominium Corporation will be entitled to suspend an Owner(s)/Resident(s) in lieu of imposing a fine thereon where, in the Board's sole discretion, it determines that a suspension is a more reasonable enforcement mechanism for the offense in question.

## **LIMITATION OF LIABILITY**

- The Condominium Corporation, Management Company and the employees, officers and directors of Condominium Corporation and their respective affiliates (collectively the "Released Persons") will not be liable for any personal injuries, or any damage, loss or theft of personal property howsoever caused, that is sustained by any Owner(s)/Resident(s) or their guests. This clause applies whether the injury, loss, or damage to person or property is caused by any act of negligence or omission of the released persons.
- By using the Facility, the Owner(s)/Resident(s) and each guest voluntarily assumes all risks to themselves, or to personal property arising from use of the Facility and waive any claims against the Released Persons (or any of them) which may arise as a result of any loss, damage, personal injury, death, or property damage suffered during the use of, in or about the facility. Each Owner(s)/Resident(s) is further required to inform any Owner(s)/Resident(s) of his or her family or any guest of the conditions set out above, prior to their use of the Facility.
- In the event that any Released Person is liable for gross negligence, such liability is limited to the limits set out in the Condominium Corporation's policy of insurance at the time the claim arises.
- This limitation of liability is obtained by the Condominium Corporation for the Condominium's benefit and as agent for the Released Persons.

## **LIGHTS ON BALCONY/PATIO**

You can hang clear, white, or yellow string or rope lighting only. No cast lighting or fixtures.

Lighting must be hung on the inside of the balcony railing only. Lights cannot be attached to the exterior walls, ceiling, or soffits.

So as to not cause damage to the Common Property, lights must be secured using a temporary method such as 3M Command™ outdoor light clips or nylon zip ties.

If in doubt, submit a service request through Condo Control Central

## **STORAGE UNITS**

Tarps can be used to cover the top only. Do not cover the front of the storage unit.

Storage of all personal belongings is at your own risk and the condominium corporation and management company take no responsibility for any damage or theft that may incur. Please ensure you have adequate insurance to cover your belongings.

## **PATIOS**

Penetration of the building's exterior is expressly prohibited; this includes but not limited to the use of nails or other means of penetration to hang items from on the building envelope.

## **PET POLICY**

Pets must be always kept on a leash and under control on common property. Owners/Occupants/Visitors must take care to ensure pets do not track in mud, dirt or water into the building.

Pets are prohibited from being on the artificial grass in the courtyard and on common area furniture.

## **SUNROOM USE**

Residents may store their plants in the sunroom depending on the space available. All plants must have a plant saucer underneath to ensure no water leaks onto the floor, the use of food storage lids or other alternative plant saucers cannot be used to ensure a cohesive appearance.

Each resident is responsible for their own plants in the sunroom, each resident, when watering must wait to ensure there is no water leaking onto the floor.

Plants are not to be placed on the furniture including end tables.

Unightly plants or planters may be required to be removed.

Policy Effective Date: November 19, 2024

## **BULLETIN BOARD**

The bulletin board located in the mail room is available for residents to use. Anything posted on the bulletin board must clearly state the date it was first posted, as items on the bulletin board will be allowed for a maximum of 10 days, after which, it will be removed and disposed of. Anything on the bulletin board without a date on it will be removed immediately.

At the discretion of the board of directors and the Facility Staff anything posted to the Bulletin Board that is rude, distasteful or offensive will be removed immediately.

Policy Effective Date: December 2, 2024

## **FOBS**

Each unit can have up to 4 fobs, fobs are \$55 each. Lost or stolen fobs must be reported to the condominium board immediately. When selling a unit all fobs must be given to the new owner.

Policy Effective Date: January 10, 2025

## **PARKING POLICY**

### ***Visitors Only***

- Visitor parking is for guests only. It is not to be used by residents (owners or renters) at any time.

### **Visitor parking permit must be displayed for stays longer than 12 hours or overnight**

- If you have a guest who will be staying for longer than 12 hours or overnight, a parking permit must be displayed in their windshield.
- The Board of Directors reserves the right to revoke any visitor parking permit that is being abused or not following the visitor parking policy.
- Valid visitor permit must be displayed with unit number
- Each unit has been given and is entitled to only one visitor parking permit.

### **Maximum Stay**

- Within a 7-day period (this starts from the first day the vehicle is in visitor parking) - stay cannot exceed 48 consecutive hours or more than 2 days within the 7-day period (no matter how many hours the person is parked during the 2 days).

### **Extended Visitor Parking Pass**

- If your visitor is staying for more than the maximum stay you must request an Extended Visitor Parking Pass.
- Extended Visitor Parking Passes must be obtained from Simco Management. You must make your request with at least 3 business day advanced and provide the following details about your visitor – dates of stay, make of vehicle and license plate number.
- Only 1 Extended Visitor Parking Pass will be issued per unit at any given time.
- Only 1 Extended Visitor Parking Pass per visitor per month.
- Extended Visitor Parking Pass must be displayed with regular visitor permit.

### **Marked Handi-Cap Parking Stalls**

- Subject to visitor parking policy.

**Failure to comply will result in your visitor parking permit being deemed invalid and there is a \$100 reinstatement fee. Failure to have a vehicle without a visitor parking permit display may result in the vehicle being towed.**

**To replace a lost permit the costs is \$100.00.  
To replace a revoked permit the cost is \$250.00**

Policy Effective Date: January 10, 2025

# WINE STORAGE

## Wine Tasting and Storage Room Guidelines

**Securing Wine in Racks:** Wine or other products stored in the Wine Tasting and Storage Room racks must be secured using a lock provided by the Condominium. Each lock costs \$10 and secures up to four bottles. Owners are limited to an 8 bottle maximum per unit.

**Cooler Storage:** If you wish to store products in the coolers, please note that the cooler door locks. Access will only be provided to those who have items stored inside. The storage fee remains the same: 4 bottles for \$10.

**Lock Policy:** Locks are non-refundable, and if a lock is lost or damaged, a replacement lock will cost \$20.

**Storage Availability:** Space is on a first-come, first-serve basis, provided the proper lock is used. The Condominium reserves the right to adjust the 8 bottle limit as required, based on residents needs and availability.

**Liability Disclaimer:** The Condominium is not responsible for any damage or theft of items stored in the Wine Tasting and Storage Room.

Thank you for your cooperation.

Policy Effective Date: April 25, 2025

# Appendix A

## Cleaning Checklist

Name:	
Date of Amenity Rental:	

Wipe down counters (if applicable)	
Wipe down front of Cabinets (if applicable)	
Wipe down inside and outside of fridge (if applicable)	
Wipe down inside and outside of microwave (if applicable)	
Wipe down stove top (if applicable)	
Wipe down outside and inside of stove (if applicable and safe to do so)	
Wipe down tables, chairs and other furniture (if applicable)	
Return extra chairs and tables to culinary room storage (if applicable)	
Empty garbage and dispose of the garbage into the garbage room	
Sweep floors	

Owners, Occupants or Tenants using the amenities are responsible for cleaning, with their own supplies, and ensuring no damages occur. This form must be returned to the Board of Directors to have the \$150 security deposit return.



102 Scenic Drive – CCN 2411132 Tenant Undertaking Agreement
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Under the new Personal Information Protection Act (PIPA), organizations must handle the personal information they possess with care, ensuring its accuracy and limiting its use to legitimate purposes or approved disclosures.

**102 Scenic Drive, CCN 2411132** and its management company (currently Simco Management (Calgary) Inc.) collect and retain the names, addresses, phone numbers, and email addresses of the owners and occupants of **102 Scenic Drive, CCN 2411132** for the administration of the Corporation in accordance with the Condominium Act and By-laws. This information will be accessible only to the Board, Management Company, and authorized agents for Corporation-related matters, unless instructed otherwise.

**Delivery of Electronic Communications**

Communication may be posted on the 102 Scenic Drive Portal or delivered to the email address you have provided, or both. In the event that your email address or other information that we need to contact you electronically is changed you must update this information through the 102 Scenic Drive Portal. The email address we have for you in our records or made available to you in electronic form at the 102 Scenic Drive Portal will be deemed as your current email address. You understand and agree that if you fail to update or change an incorrect email address, we will not be responsible for your failure to receive any communications sent to that address. All communications in electronic format provided to you by **102 Scenic Drive, Condominium Corporation No. 2411132** and its management company (currently Simco Management (Calgary) Inc.) will be considered written communication. You should download, print and retain for your permanent records a copy of this Electronic Consent, and any other communications that you execute, that we provide or that we make available to you electronically.

You may withdraw this Electronic Consent by providing written notice through the 102 Scenic Drive Portal Service Request.

To ensure that the information we have on file is accurate, we ask you to complete and sign the following consent form and return same to Simco Management (Calgary) Inc., 2478 91 Avenue SE, Calgary, AB. T2C 5H3, or email to [consent-pad@simcomgt.com](mailto:consent-pad@simcomgt.com) or by fax: 403-234-0172.

<b>Owner Name 1:</b>	<b>Owner Name 2:</b>	<b>Owner Name 3:</b>	<b>Owner Name 4:</b>

<b>Building Name</b>	<b>Condominium Corporation Number</b>
102 Scenic Drive	CCN 2411132

<b>Suite Number:</b>	<b>Condo Address &amp; Postal Code</b>

**Owner Offsite Mailing Address if not owner does not reside in the condominium unit:**

Suite No.	Offsite Mailing Address	City	Province	Postal Code:

**Do you have an Agent (Property Manager) for our unit:**    Yes: \_\_\_\_\_    No: \_\_\_\_\_

If yes, please provide name of company, agent, mailing address & phone number:

Company Name	Agent Name	Agent Email	Agent Phone #

Company Mailing Address, City, Province & Postal Codes

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<b>Date of Occupancy:</b>	<b>Length of Tenancy</b>

<b>Tenant Name (1):</b>	<b>Tenant Name (2):</b>	<b>Tenant Name (3):</b>	<b>Tenant Name (4):</b>



102 Scenic Drive – CCN 2411132  
 Tenant Undertaking Agreement

**Tenant Contact Information:**

Tenant Name:	Email Address:	Phone # (Home):	Phone # (Cell):	Phone # (Work):

**Tenant Vehicle Information:**

Owner of Vehicle	Vehicle Make:	Vehicle Model:	Vehicle Color:	Vehicle License Plate #

**Emergency Contact Information for Tenant(s)**

Name:	Relationship:	Email:	Phone Number:

**In the event of an emergency, would any of the occupants require assistance with evacuating the building?**

Yes: \_\_\_ No: \_\_\_\_\_

**Tenant Undertaking Acknowledgement:**

I acknowledge that I have a copy of the Bylaws of the corporation. By signing this Tenant Undertaking Agreement, I agree that I, the members of my household and my guests from time to time will, in using the unit rented by me, any privacy areas relating to the unit and all the common property, comply with the Condominium Property Act (Alberta), the By-laws and all rules and regulations of the Corporation during the term of my tenancy."

I also acknowledge an understanding of the authority of the Board of Directors for the Corporation, which includes the following:

- Pursuant to Section 54 of the Condominium Property Act & Regulations (Alberta), the Board has the legal authority to evict tenants.
- The Board has the legal authority to levy fines against a unit where the residents contravene a Bylaw. The owner of the unit may then, at their discretion, pursue collection of the same from the tenant.

I understand that for liability purposes, all correspondence regarding the unit must go to the unit owner. The unit owner is then responsible to complete a follow-up with the Condominium Manager and/or the Board of Directors.

The only occasion in which it is appropriate to contact the property management company directly is in the event of a flood water leak or loss of essential service.

**Signature of Tenant:**

Tenant Name (1):	Tenant Name (2):	Tenant Name (3):	Tenant Name (4):

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ in the City of Calgary, Province of Alberta

**\*All Documents received by fax and/or a PDF attachment shall be accepted as originals**

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**251012740**

**ORDER NUMBER: 52632130**

**ADVISORY**

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# 102 SCENIC DRIVE

## NOTICE OF CHANGE OF BYLAWS

*Condominium Property Act, s. 32*

CONDOMINIUM CORPORATION NO. 241 1132 ("the Corporation") hereby certifies that by a special resolution passed as of the 29<sup>th</sup> day of May 2024:

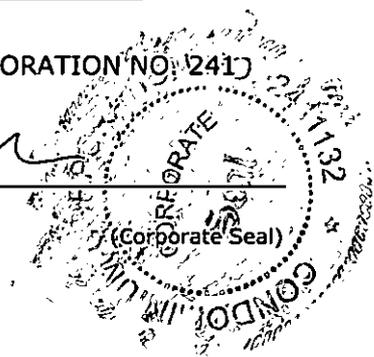
- (a) the Corporation's Bylaws, being the Bylaws set forth in Schedule 4 of the Condominium Property Regulation to the *Condominium Property Act* are repealed, and
- (b) the Bylaws attached to this form shall become the Bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same.

The seal of Condominium Corporation No. 241 1132 was affixed as of the 29<sup>th</sup> day of May 2024 in the presence of Abe Wolf.

CONDOMINIUM CORPORATION NO. 241  
1132

Per: [Signature]

Name:





# 102 SCENIC DRIVE

## BYLAWS OF CONDOMINIUM CORPORATION NO. 241 1132

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**IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS SET OUT IN SCHEDULE 4 OF THE  
CONDOMINIUM PROPERTY REGULATION TO THE  
CONDOMINIUM PROPERTY ACT**

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*Personal Information Protection Act*, S.A. 2003, c. P-6.5 ("PIPA"): The Board of Directors shall endeavour to keep individual Owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the Unit Owners agree and specifically consent to give the Board sole discretion to release any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation.

NOTE: These Bylaws have been passed by Condominium Corporation No. 241 1132 for the purpose of repealing, substituting and replacing the Bylaws set out in Schedule 4 of the Condominium Property Regulation to the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000, and any amendments thereto.

**I. DEFINITIONS AND INTERPRETATION**

**1. DEFINITIONS**

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning, all capitalized terms shall have the following meanings:

- (a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) "Amenity" or "Amenities" means those areas of the Common Property intended for the exclusive recreational use and enjoyment of the Residential Unit Owners and Occupants and their invitees which may include some or all of the following:
  - (i) courtyard, walkways, lawns and garden areas;
  - (ii) meeting room;
  - (iii) lounge and billiards room;
  - (iv) wine cellar;
  - (v) vault;
  - (vi) exercise studio;
  - (vii) golf simulator;
  - (viii) culinary art/craft room;
  - (ix) sunroom;
  - (x) woodshop;
  - (xi) theatre;
  - (xii) dog and car wash; and
  - (xiii) foyers and hallways;
- (c) "Board" means the Board of Directors of the Corporation;
- (d) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- (e) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation and the Common Property;
- (f) "Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
- (g) "Common Property" means so much of the Parcel as is not comprised in or does not form part of any Residential Unit shown on the Condominium Plan, including such additional portion of the Parcel designated as any Common Property Unit, which

pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain, repair and replace as if the same were traditional or conventional Common Property;

- (h) "Common Property Unit(s)" means any Unit intended for the common use by Owners which, pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain, repair and replace as if the same were conventional Common Property;
- (i) "Condominium Plan" means the Condominium Plan registered under the Act as "Condominium Plan No. 241 1132";
- (j) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 241 1132";
- (k) "Developer" means IRONBRIDGE CAPITAL INC. or any successor or assign thereof;
- (l) "Easement Agreement(s)" means that joint user, access and easement agreement registered as Instrument No. 061 193 336 with the Registrar of Alberta Land Titles and any amending amendments thereto or any documents registered in replacement therefor relating to, *inter alia*, the private roadway commonly known as Scenic Drive;
- (m) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;
- (n) "General Meeting" includes both annual and special General Meetings and means those meetings, held upon notice to all Owners, at which all such Owners or their proxies are entitled to be present, and if qualified, to vote;
- (o) "Improvements and Betterments" means those enhancements, renovations or modifications to the Unit during construction by the Developer or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original Developer;
- (p) "Insurance Trustee" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee;
- (q) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (r) "Manager" means any condominium property manager contractually appointed by the Board;
- (s) "Municipal" or "Municipality" means the City of Lethbridge;
- (t) "Occupant" means a person resident in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for a period of thirty (30) days or more in any calendar year;
- (u) "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 the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
  - (ii) signed by a majority of all of 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 more than 50% of the total Unit Factors for all of the Units;
- (v) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 62, that term includes a tenant;
  - (w) "Parcel" means the land comprised in the Condominium Plan;
  - (x) "Parking Stalls" means those parking stalls marked P-\_\_\_ on the Condominium Plan, or the persons who are the assignees or lessees thereof;
  - (y) "Privacy Area(s)" means any areas granted to an Owner pursuant to Bylaw 58;
  - (z) "Private Motor Vehicle" means cars, light trucks up to three-quarter (¾) ton size, minivans, motorcycles and sport utility vehicles;
  - (aa) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units, Common Property and Common Property Units;
  - (bb) "Regulation" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
  - (cc) "Residential Unit" or "Residential Unit Owner" means those Units in the Project used for residential use or the persons who are registered as "Owners" thereof;
  - (dd) "Special Business" means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws. Special Business may or may not require to be passed by a Special Resolution;
  - (ee) "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 these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
    - (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
  - (ff) "Spouse" includes a person who holds that position usually enjoyed by a spouse whether or not they are legally married (including an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act*, S.A. 2002, c. A-4.5);

- (gg) "Standard Insurable Unit Description" or "SIUD" means a description, as provided to purchasers by the Developer, or as adopted by the Corporation under the Regulations, of standard fixtures and finishing in a Unit or a class of Units, which are to be insured by the Corporation;
- (hh) "Storage Area" means those storage Areas marked S-\_\_\_\_ on the Condominium Plan, or the persons who are the assignees or lessees thereof;
- (ii) "Unit" means an area designated as a Unit by the Condominium Plan and shall include for the purposes of these Bylaws:
- (i) window screens and screen doors;
  - (ii) all interior windows and doors and all window and door hardware;
  - (iii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple or any substance used in lieu installed throughout the total Unit;
  - (iv) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood lookalikes;
  - (v) all non-load bearing partitions, including their studs;
  - (vi) all items not necessarily common to all Units including, but not limited to, intercommunication systems, security systems and air conditioning systems, whether or not they were installed at the time of Unit construction or at a later date;
  - (vii) all electrical and natural gas appliances and fixtures and all insulation in the Unit;
  - (viii) all Unit plumbing and heating including pipes and fixtures inside the interior finishing of the floors, walls and ceilings including, but not limited to:
    - A) bathroom fixtures such as baths, showers, toilets, sinks and fans;
    - B) plumbing traps and drains;
    - C) kitchen sink and pipes under sink;
    - D) all water taps (kitchen and bathroom); and
    - E) in-suite laundry facilities;
  - (ix) all blinds;
  - (x) all Unit electrical including, but not limited to, panel circuit breakers, wire, fixtures, cables and conduits inside the interior finishing of the floors, walls and ceilings of a Unit; and
  - (xi) all Unit natural gas lines, valves and other controls;
- (jj) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

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*, R.S.A. 2000, c. L-4 or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time or in any statute or statutes passed in substitution therefore. Words importing the singular number also include the plural, and vice versa, and words importing a reference to one gender shall include reference to other genders or neuter, as required, and words importing persons include firms and corporations and vice versa, where the context so requires.

## **2. MISCELLANEOUS PROVISIONS**

In addition:

(a) Headings

The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Bylaw.

(b) Rights of the Corporation and Owners

The rights and obligations given or imposed on the Corporation or the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.

(c) Conflict with Act

If there is any conflict between the Bylaws and the Act, the Act prevails.

(d) Extended Meanings

If and whenever reference hereunder is made to "repair", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for any thing to which such repair could be made.

## **II. THE OWNERS**

### **3. DUTIES OF THE OWNERS**

An Owner SHALL:

- (a) permit the Corporation and its agents at all reasonable times and on a minimum of twenty-four (24) hours' written notice (except in case of an Emergency Situation when no notice is required), subject always to the Act, to enter their Unit for the purpose of:
  - (i) inspecting the Unit;
  - (ii) maintaining, repairing, renewing or replacing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit;
  - (iii) maintaining, repairing, renewing or replacing the Common Property;
  - (iv) ensuring that the Bylaws are being observed;

- (v) doing any work for the benefit of the Corporation generally; and
- (vi) gaining access to meters and/or valves relating to any utility.

In the unlikely event that the Corporation must gain access for the aforesaid purposes by using a locksmith, after reasonable effort has been made to contact the Owner, the cost of such locksmith shall be borne by the Owner;

- (b) forthwith:
  - (i) carry out all work that may be ordered by the Municipality or any public authority in respect of their Unit; and
  - (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Unit;
- (c) duly and properly repair, maintain and replace (when required) at the expense of the Owner:
  - (i) the interior of the Unit and all appliances, fixtures, improvements and additions thereto;
  - (ii) all windows of the Unit that are located on the interior walls of the Unit. An Owner shall repair and replace all window screens, hardware and the interior trim of windows and wash all accessible interior and exterior windows. Screens and hardware shall remain consistent with the standard, color and style installed by the Developer;
  - (iii) the doors of a Unit located on the interior walls of a Unit including the painting of the interior finishing of Unit access doors and the washing of balcony and patio doors. An Owner shall repair and replace all door screens, hardware and the interior trim of Unit access doors;
  - (iv) all Unit plumbing and heating including pipes and fixtures inside the interior finishing of the floors, walls and ceilings including, but not limited to:
    - A) bathroom fixtures such as baths, showers, toilets, sinks and fans;
    - B) plumbing traps and drains;
    - C) kitchen sink and pipes under sink;
    - D) all water taps (kitchen and bathroom); and
    - E) in-suite laundry facilities;
  - (v) bulbs in the light fixtures attached to the exterior of the Unit; and
  - (vi) the thermostats in the Unit;

and keep the Owner's Unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;
- (d) on a day to day basis, maintain and keep in a neat, clean and tidy state and appearance, consistent with and in total integrity with the balance of the Project, any

Privacy Area (and any plants or landscaping therein) which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58 and, if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply;

- (e) not paint the exterior of the Unit, Common Property or building nor make any repairs, additions or alterations to the exterior of the Unit, building or the Common Property (INCLUDING interior and exterior load bearing and partition walls) of which their Unit forms a part or to the common plumbing, common mechanical or common electrical systems within their Unit without first obtaining the written consent of the Board;
- (f) use and enjoy the Common Property in accordance with the Act, these Bylaws, the Easement Agreement and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (g) not use their Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause any insurance maintained by the Corporation to be cancelled, declined or its premium rates increased or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- (h) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with their Unit;
- (i) notify the Corporation forthwith upon the occurrence or discovery of any damage, destruction, or compromise to the Common Property or any part of their Unit that may affect the Common Property;
- (j) comply strictly with the Act, these Bylaws, the Easement Agreement, any encroachment agreements and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to their Unit to similarly comply;
- (k) use and enjoy and maintain in a clean and sightly condition following use the Common Property in accordance with the Act, these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners and Occupants;
- (l) pay to the Corporation (or, if requested, to the Manager) when due all contributions levied or assessed against their Unit and all other amounts due from them to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act and Section 76 of the Regulation;
- (m) pay to the Corporation all legal expenses incurred as a result of it having to address a violation or infraction of the Bylaws or the Act, both before and after commencement of any enforcement proceedings if necessary, or to collect any Common Expenses levied or assessed against their Unit and all other amounts due to the Corporation under these Bylaws, and such expenses shall be paid on a solicitor and their own client full indemnification basis;

- (n) Indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the building, Common Property or any Unit caused by or aggravated by, such Owner, their Occupants or invitees or originating from the Unit or Privacy Area of such Owner, or by any default under these Bylaws by such Owner, their Occupants or invitees (regardless of whether an insurance claim is made by the Corporation or not);
- (o) carry a condominium Unit Owner's insurance policy in accordance with Bylaw 46 and in consultation with their professional insurance provider;
- (p) if requested by the Corporation, provide pre-authorized debit information and subscribe to an automated debit service, or provide twelve (12) post-dated cheques for the payment of such instalments for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- (q) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner or any returned automatic bank debit fee;
- (r) refrain from any activity on the roof, landscaped areas or Privacy Areas of a Unit which would in any way compromise the integrity of the structure or the waterproofing membranes underneath such area. Without restricting the generality of the foregoing, an Owner shall not plant any gardens or lawns or place any garden boxes or other objects including furniture of a weight or size which would, after a period of time, damage the balcony or patio, and then only such items as shall receive the approval of the Board prior to installation;
- (s) if an Owner wishes the Corporation to respond to their suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to respond to any suggestion, question or complaint that is not in writing and properly submitted;
- (t) be deemed to have consented to the use of security camera and surveillance equipment in the Project to be used by the Board as reasonably required to enforce Bylaws and efficiently manage the Project;
- (u) treat all other Owners, Occupants, their families, visitors, and all contractors and workers at the Project with respect and courtesy and refrain from using abusive language, or threatening or improper behavior at anytime; and
- (v) not unreasonably interfere with the lawful activities of the Board or the Corporation.

### **III. THE CORPORATION**

#### **4. DUTIES OF THE CORPORATION**

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

- (a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) including any Units for which the Corporation is responsible under these Bylaws, the Amenities, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) do all things required of it by the Act, these Bylaws, the Easement Agreement, any encroachment agreement and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws, the rules

and regulations, the Easement Agreement, any encroachment agreement and any agreements registered against title or otherwise to which it is a party;

- (c) maintain, repair and replace, (INCLUDING renewal where reasonably necessary):
- (i) exterior lighting, excluding the bulbs in the exterior light fixtures attached to the balcony or patio of the Unit;
  - (ii) all building heating and air-conditioning systems, condensing units and associated piping (including heating pipes, radiators, zone valves, fan coil units and ductwork);
  - (iii) the Amenities;
  - (iv) any common surveillance, intercom and security system;
  - (v) the fire prevention system and boxes;
  - (vi) all common electrical, utility and mechanical rooms and facilities;
  - (vii) all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities existing in the Parcel and capable of being used in connection with the enjoyment of more than one (1) Unit or Common Property; and
  - (viii) the elevators and all shafts and pits relating thereto;
- (d) maintain, repair and replace, subject to any obligations imposed by these Bylaws or by the Corporation upon any Owners to care for and maintain any part of their Unit, Common Property or Privacy Area to which such Owners are granted exclusive right of use:
- (i) the exterior or outside surfaces of the buildings comprising the Units (INCLUDING all windows and doors and the exterior trim of windows and doors except to the extent the Owner is required to repair and maintain under Bylaw 3(c)). The Corporation shall wash, in its sole discretion, all inaccessible windows on the exterior walls of a Unit;
  - (ii) the repair of any leakage or exterior caulking around windows and doors;
  - (iii) unit numbers attached to the exterior of the Units;
  - (iv) all concrete, and all balcony and patio walls, rails and stairs;
  - (v) all landscaped areas and common sidewalks;
  - (vi) all fencing (both perimeter and privacy dividers) and related posts;
  - (vii) all common utility services within, on, in, under or through the Units, all utility lines outside the interior finishing of the floors, walls and ceilings of a Unit, and all utilities on the Common Property, including the building and the underground sprinkler system; and
  - (viii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the

Common Property to which an Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58;

- (e) maintain, repair and replace (INCLUDING renewal where reasonably necessary) the parkade, parkade ramp, Parking Stalls, parking areas, motorcycle storage areas, bicycle storage areas, automatic garage doors, any loading doors and loading areas and drive aisles including:
  - (i) cleaning and washing;
  - (ii) painting and lighting;
  - (iii) surface maintenance; and
  - (iv) structural repairs;
- (f) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- (g) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or ATB Financial or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;
- (h) subject always to and in accordance with the Act and any Regulation:
  - (i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair and prudent. It shall be used (and reasonably expected to provide sufficient funds) to pay for major repairs and replacements of:
    - A) any portions of the Units for which the Corporation is responsible;
    - B) any real and personal property owned by the Corporation; and
    - C) the Common Property;

where the repair or replacement is of a nature that does not occur annually. Funds from the Capital Replacement Reserve Fund may be used for the required report prepared by an expert examining the conditions of the property set forth in subparagraph (i) above;
  - (ii) maintain such funds in separate trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;
  - (iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall

be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;

- (iv) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
  - A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
  - B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments;
  - C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
  - D) the amount of the reserve fund projected for the current fiscal year;
  - E) total payments by ordinary or special resolutions into, and payments out of, the reserve fund for the current fiscal year; and
  - F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;
- (v) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;
- (vi) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the Capital Replacement Reserve Fund; and
- (vii) within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the request at their own expense, a copy of the most recent reserve fund report, reserve fund plan or annual report;
- (i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- (j) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the hallways, stairs and stairwells, mailboxes, lobby, vestibules, Storage Areas and all grassed or landscaped areas of the Common Property PROVIDED THAT the general cleaning and maintenance of any Privacy Area designated to an Owner under Bylaw 5 or Bylaw 58 shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;

- (k) provide adequate garbage, recycling and/or organic materials receptacles or containers on the Common Property for use by all the Owners and provide for regular collection therefrom if the Municipality does not;
- (l) 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 16.1 of the Act;
- (m) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, Municipality or local authority;
- (n) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property;
- (o) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;
- (p) repair, replace and maintain windows and doors on the exterior walls of a building. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;
- (q) maintain and keep current as far as reasonably possible, a register which shall indicate the name of the Occupant of each Storage Area and Parking Stall, including the vehicle description and license plate in the case of the Parking Stall;
- (r) comply with and enforce the Easement Agreement and any encroachment agreement and establish, maintain, and collect all sums of money required to meet its obligations with respect thereto; and
- (s) regulate, manage and control the use of the Amenities and may appoint or cause to be appointed a committee charged with such duties as the Board sees fit.

##### **5. POWERS OF THE CORPORATION**

In addition to the powers of the Corporation set forth in the Act, the Corporation, through its Board, MAY and IS HEREBY AUTHORIZED TO:

- (a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing and all outstanding loans during that fiscal year in excess of fifteen (15%) percent of the Corporation's revenues as set out in the most recent financial statements of the Corporation has been approved by Special Resolution;

- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- (d) invest as it may determine any contributions toward the Common Expenses, subject to the restrictions set forth in Section 43 of the Act;
- (e) make an agreement with an Owner, tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or Occupant thereof;
- (f) grant to an Owner a lease in respect of areas adjoining or relating to such Owner's Unit, as shown on the Condominium Plan, under Section 50 of the Act, on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful Occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on thirty (30) days' notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- (g) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof and, except for the provisions of these Bylaws relating to patios and balconies adjacent to each Unit, any such grant to be terminable on reasonable notice unless the Corporation, by Special Resolution, otherwise resolves;
- (h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of the Act, these Bylaws, the Easement Agreement, any encroachment agreement and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- (i) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (j) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (k) charge interest under Section 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (l) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting;
- (m) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of any unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (n) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;

- (o) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (p) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended from time to time) and do all things and have such rights, powers and privileges of a natural person; and
- (q) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

#### **IV. THE BOARD OF DIRECTORS**

##### **6. THE CORPORATION AND THE BOARD**

The powers and duties of the Corporation shall, subject to any lawful restriction imposed or direction given by Ordinary Resolution at a General Meeting, be exercised and performed by the Board.

##### **7. COMPOSITION OF THE BOARD**

The composition of the Board shall provide that:

- (a) The Board shall initially consist of two (2) nominees of the Developer. After the holding of the turnover General Meeting (attended by a majority of non-Developer-owned Unit Owners), the Board shall consist of not fewer than three (3) nor more than seven (7) Owners, Spouses of Owners, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board;
- (b) A Board member must be eighteen (18) years of age or older;
- (c) Where a Unit has more than one (1) registered Owner, only one (1) Owner or their Spouse in respect of a Unit may sit on the Board at any point in time;
- (d) Every member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships they may have with the Corporation either contractual, financial or employment related, not be present for the discussion and refrain from voting on such matter of conflict.
- (e) Every member of the Board shall:
  - (i) exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view to the best interests of the Corporation; and
  - (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (f) An individual who ceases to be a Board member or officer of the Corporation shall return all Corporation property and documents to the Corporation within fourteen (14) days after ceasing to be a Board member or officer.

- (g) Current and former Board members and officers of the Corporation shall not share confidential information with any other person ("confidential information" includes, but is not limited to, deliberations of Board members, statements made by Board members at meetings, matters pertaining to specific Owners and any communication from an Owner to the Board).
- (h) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board.

**8. TERM OF OFFICE AND RETIREMENT FROM BOARD**

Each Board Member shall be elected for a one (1) year term which expires at the next annual General Meeting. At each annual General Meeting of the Corporation, all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

**9. ELIGIBILITY FOR ELECTION OR RE-ELECTION TO BOARD**

Those entitled to accept nomination must either be in attendance at the annual General Meeting or have agreed in writing to the nomination. A retiring member of the Board shall be eligible for re-election.

**10. REMOVAL FROM BOARD**

The Corporation may, by resolution at a special General Meeting, remove any member of the Board before the expiration of their term of office and appoint or elect another Owner in their place, to hold office until the next annual General Meeting.

**11. CASUAL VACANCY ON BOARD**

Where a vacancy occurs on the Board under Bylaw 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7.

**12. QUORUM FOR BOARD**

A quorum of the Board is a majority of Board members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

**13. OFFICERS OF THE CORPORATION**

At the first meeting of the Board held after each annual General Meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual General Meeting of the Corporation or until their successors are elected or appointed. A person ceases to be an officer of the Corporation if they cease to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) offices.

**14. CHAIRPERSON OF BOARD MEETINGS**

The President shall act as Chairperson of every meeting of the Board where they are present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President the members present shall appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting. Each meeting of the Board that is not held entirely by electronic means, shall be held within the Municipality unless the Owners agree, by Ordinary Resolution passed at a General Meeting, to hold the meeting in another location. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members and invitees of the Board.

**15. DUTIES OF OFFICERS**

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

**16. VOTES OF BOARD**

Voting by Board members shall be governed as follows:

- (a) At meetings of the Board, all matters shall be determined by simple majority vote. The President shall be the Chairperson of the Board and shall have a casting vote to break a tie in addition to their original vote.
- (b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- (c) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board.
- (d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, they must disclose their interest, not be present for the discussion and refrain from voting on such agreement or transaction and shall not be counted when determining whether a quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act.
- (e) All Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board.

**17. FURTHER POWERS OF BOARD**

The Board MAY:

- (a) meet together in person or by telephone, video conference call, or other electronic means for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a proposed meeting, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as they may specify without the necessity of giving reasons for calling the meeting;

- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any legally valid restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or any professional real property management firm or agent for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide, SUBJECT ALWAYS to the control and direction of the Corporation and the Board, with such Manager to be reasonably fit and suited to perform such duties. The Manager contracted by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good, timely and sufficient fashion. Under such contract, if a Manager handles money for the Corporation, the contract shall require the Manager to arrange crime coverage/fidelity bond insurance under the Corporation's insurance policy to protect the Corporation. The fidelity bond is then owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall cover malfeasance by a Manager, the directors and officers, or its employees and shall be in the amount required by the Corporation but in any event at least the sum of:
  - (i) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and
  - (ii) the maximum balance of the operating account during the previous twelve (12) month period.

The amount of the crime coverage insurance or fidelity bond(s) shall be reviewed at least once every two (2) years.

At all times when the Board consists only of nominees of the Developer no such contract shall provide for an initial term in excess of one (1) year and the termination provisions of Section 17 of the Act shall apply thereto;

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

#### **18. ADDITIONAL DUTIES OF THE BOARD**

The Board SHALL:

- (a) subject to any legally valid restrictions imposed or directions given pursuant to an Ordinary Resolution passed at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;

- (c) cause minutes to be kept of General Meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners or their agents and to mortgagees who have notified their interests to the Corporation;
- (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (e) deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation within three (3) banking days of receipt and all money paid to the Corporation is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;
- (f) keep all such trust money intact and not withdraw, convert, direct, borrow or commingle such money with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board;
- (g) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
- (h) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (i) on written application of an Owner or mortgagee, or any person authorized in writing by them, make the books of account available for inspection at a time convenient to such Board member;
- (j) at least once a year, cause the books and accounts of the Corporation to be audited, reviewed or compiled by an independent Chartered Professional Accountant to be selected at each annual General Meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited, reviewed or compiled Financial Statements of the receipts of contributions of all Owners toward the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report, a Review Engagement Report or a Notice to Reader Report within one hundred and twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor, reviewer or compiler shall be submitted to each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;
- (k) keep a register noting the names, addresses and telephone numbers of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- (l) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- (m) within thirty (30) days from the conclusion of the Corporation's annual General Meeting, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of each member of the Board;
- (n) promptly following a change in the membership of the Board, a change in the name of a member of the Board, or a change in the address of a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the change;

- (o) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation adopted by resolution of the Board; and
- (p) upon request and if required by the Canada Revenue Agency, file or cause to be filed a Statement of G.S.T., a corporate tax return and/or an updated annual non-profit information return for the Corporation;
- (q) upon request of an Owner, purchaser or mortgagee of a Unit, the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
  - (i) the particulars of:
    - A) any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;
    - B) any unsatisfied judgment or order for which the Corporation is liable; and
    - C) any written demand made on the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
  - (ii) a statement setting out the amount of the Capital Replacement Reserve Fund;
  - (iii) a statement setting out the amount of the contributions and the basis on which that amount was determined;
  - (iv) a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included on the Condominium Plan;
  - (v) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;
  - (vi) the particulars or a copy of any subsisting or prior management agreement;
  - (vii) the particulars or a copy of any subsisting recreational agreement;
  - (viii) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
  - (ix) a copy of the budget of the Corporation;
  - (x) a copy of the annual financial statements;
  - (xi) a copy of the Bylaws;
  - (xii) in respect of a particular fiscal year, a copy of:
    - A) all approved minutes (of proceedings) of all General Meetings of the Corporation, if available;

- B) draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request; and
- C) approved minutes of Board meetings;
- (xiii) a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;
- (xiv) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a Parking Stall or Storage Area;
- (xv) a consolidation of all the rules made by the Corporation under section 32.1 of the Act;
- (xvi) a list of the names and addresses for service of the members of the Board;
- (xvii) the text of Ordinary and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;
- (xviii) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;
- (xix) copies of insurance certificates held by the Corporation;
- (xx) copies of policies of insurance held by the Corporation;
- (xxi) the current Standard Insurable Unit Description for the Residential Units; and
- (xxii) copies of reserve fund plans, reserve fund reports and annual reports.

Additionally:

- (r) The Corporation may provide any prescribed information requested under this Bylaw in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form.
- (s) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, or making the books of account available for inspection, shall be entitled to charge fees for the production thereof in accordance with the Regulation, or for making the books of account available for inspection.

#### **19. DEFECTS IN APPOINTMENT TO BOARD**

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

#### **20. VACATING OFFICE OF BOARD MEMBER**

The office of a member of the Board shall be vacated if the member:

- (a) by notice in writing to the Corporation resigns their office;

- (b) dies;
- (c) is more than sixty (60) days in arrears of any contribution, levy or assessment required to be made by them as an Owner;
- (d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;
- (e) is more than sixty (60) days in default of any obligation owing to the Corporation in respect of the Owner's Unit or Common Property;
- (f) or company, in the case of a company which is a member of the Board, is in arrears as set forth in subparagraph (c), (d) or (e) above, makes an assignment for the benefit of creditors, or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or restructuring;
- (g) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3;
- (h) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- (i) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than two (2) years;
- (j) attends any Board meeting while intoxicated by alcohol or incapacitated by drugs or other substances;
- (k) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that their office be vacated;
- (l) ceases to qualify for membership pursuant to Bylaw 7;
- (m) is refused bonding, at a reasonable premium, by a recognized bonding institution;
- (n) or Spouse of the member, commences or threatens to commence in writing any legal proceedings against the Board or the Corporation;
- (o) violates any code of conduct or privacy policy as established by the Board; or
- (p) violates or defaults under any Bylaw and has failed to remedy such violation or default after ten (10) days' notice to do so from the Board, or such longer date as may be specified in said notice.

## **21. SIGNING AUTHORITIES**

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

**22. CORPORATE SEAL**

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one (1) member of the Board or by the persons as may be authorized from time to time by resolution of the Board.

**V. OWNERS' MEETINGS****23. GENERAL MEETINGS**

The first annual General Meeting of the non-Developer Owners shall be convened by the Board within the time prescribed by the Act. An annual General Meeting shall be held annually. Not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. General Meetings shall be held within the Municipality unless the Owners agree, by Ordinary Resolution passed at a General Meeting, to hold the meeting in another location, or, alternatively, may be convened by the Board by electronic means in accordance with the Act.

**24. SPECIAL GENERAL MEETINGS**

All General Meetings other than annual General Meetings shall be called special General Meetings.

**25. CONVENING SPECIAL GENERAL MEETINGS**

The Board may, whenever it thinks fit, and shall, upon a requisition in writing:

- (a) by Owners entitled to vote representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;
- (b) from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors; or
- (c) from a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

convene a special General Meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

**26. NOTICE OF GENERAL MEETINGS**

Notices of General Meetings shall be as follows:

- (a) a minimum of fourteen (14) days notice of every General Meeting specifying the place, the date and the hour of meeting, and in the case of Special Business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation;
- (b) notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat; and
- (c) in computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at,

before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

**27. PROCEEDINGS AT GENERAL MEETINGS**

Proceedings at General Meetings shall include that:

- (a) all business that is transacted at any annual or special General Meeting with the exception of the election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors, and resignation and election of members to the Board, shall be deemed Special Business;
- (b) the nature of such Special Business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
- (c) items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- (d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board, and may be held in person or by electronic means, at the Board's discretion;
- (e) a person attending a General Meeting by electronic means who is entitled to vote at the meeting may vote by electronic means that the Corporation has made available for that purpose, and is deemed to be present in person at the General Meeting;
- (f) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum; and
- (g) within sixty (60) days after an annual General Meeting, the Corporation shall provide to any Owner or mortgagee who has given notice to the Corporation, the approved or draft minutes of the annual General Meeting.

**28. QUORUM FOR GENERAL MEETINGS**

Except as otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons with a right to vote is present at the time when the meeting proceeds to business. Persons representing not less than twenty-five (25%) percent of all Residential Units present in person or by proxy shall constitute a quorum. A Residential Unit may be represented by any one Owner or proxy.

**29. ADJOURNMENT FOR LACK OF QUORUM**

If within five (5) minutes from the time appointed for an annual General Meeting a quorum is not present, the meeting shall stand adjourned for five (5) minutes to allow further Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum. If within fifteen (15) minutes from the time appointed for a special General Meeting a quorum is not present, the meeting shall be at an end and no business shall be transacted.

**30. CHAIRPERSON FOR GENERAL MEETINGS**

The President of the Board shall be the Chairperson of all General Meetings or in their absence from the meeting or in case they shall vacate the chair, the Vice-President of the Board shall act as Chairperson provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairperson.

**31. ORDER OF BUSINESS FOR GENERAL MEETINGS**

The Order of Business at General Meetings, and as far as is appropriate at all special General Meetings, shall be:

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

**32. VOTING AT GENERAL MEETINGS**

At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

**33. POLL VOTES**

A poll, if demanded, shall be taken in whatever manner the Chairperson thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairperson of the meeting is entitled to a casting vote to break a tie in addition to their original vote. A demand for a poll may be withdrawn.

**34. VOTING CALCULATION**

Voting calculation shall be as follows:

- (a) On a show of hands, each Residential Unit is entitled to one vote.
- (b) On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned by or mortgaged to them.
- (c) Notwithstanding anything to the contrary herein contained, the Chairperson, if they determine such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.
- (d) An Owner has the right to vote with respect to each Residential Unit owned and where required, the right to vote the Unit Factors for each Unit owned.

**35. VOTES PERSONALLY OR BY PROXY**

Votes at any General Meeting may be given either personally or by proxy.

**36. PROXIES**

An instrument appointing a proxy shall be in writing under the hand of the appointer or their attorney and may be either general or for a particular meeting. A proxy holder need not be an Owner. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner. Any proxy may be revoked by notice in writing filed with the Board before the time of the meeting or by the appointer's attendance at the meeting. The Chairperson of the meeting shall rule on the validity of any proxy.

**37. ELIGIBILITY TO VOTE**

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of their Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

**38. VOTE BY CO-OWNERS**

Votes by Co-Owners will be governed by the following terms:

- (a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.
- (b) On any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to their interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

**39. RESOLUTION OF THE OWNERS**

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

**40. SUCCESSIVE INTERESTS**

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

**41. TRUSTEE VOTE**

Where an Owner is a trustee, they shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and those persons shall not vote.

**42. VOTING RIGHTS OF MORTGAGEE**

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of voting conferred on an Owner may or shall be exercised by the mortgagee, and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

**VI. BYLAW ENFORCEMENT****43. VIOLATION OF BYLAWS**

Where there is a violation of these Bylaws:

- (a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, their servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate) may be corrected, remedied or cured by the Corporation. Any costs or expenses incurred or expended by the Corporation including legal costs on a solicitor and their own client full indemnification basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.
- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any infraction or violation of these Bylaws or any rules or regulations established pursuant to these Bylaws by the Owner, their servants, agents, licensees, invitees or tenants, for which ten (10) days' prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal costs on a solicitor and their own client full indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies.

- (c) If the Board determines that a breach of any Bylaw has occurred:
- (i) The Board may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, the time specified shall be no earlier than three (3) days from the date the notice is delivered to the Owner allegedly in breach.
  - (ii) Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the initial monetary sanction to be up to Five Hundred (\$500.00) Dollars with a subsequent monetary sanction of up to One Thousand (\$1,000.00) Dollars to a total maximum amount of Five Hundred (\$500.00) Dollars for the first week for the first instance of non-compliance, and One Thousand (\$1,000.00) Dollars for each subsequent week or each week of any subsequent non-compliance (or such greater or lesser amount as may be permitted by the Act or Regulations thereto), to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate.
  - (iii) The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified.
  - (iv) If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction.
  - (v) Each day of a continuing breach shall be deemed a contravention of a Bylaw.
- (d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.
- (e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.
- (f) Any member of the Board or employee of the Corporation who observes that an Owner or their agents, licensees or invitees are violating the provisions of Bylaw 62.C may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Parcel in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The vehicle owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the Project by such towing, or to such vehicle while on the Parcel or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Project by such violation.

## **VII. THE DEVELOPER**

### **44. DEVELOPER RIGHTS**

Terms relating to the Developer are as follows:

- (a) The following provisions and rules shall apply and govern until the Project is completed:

- (i) the Developer shall be responsible for maintaining the uncompleted Units and Common Property and keeping the uncompleted Units and Common Property free from unsightly matter, and the Developer shall be entitled to off-set any condominium contributions owing or assessed by the Corporation against the Developer with such costs associated with maintaining the uncompleted Units and Common Property and keeping the uncompleted Units and Common Property free from unsightly matter;
  - (ii) development and completion of the Units including, but not limited to, design and construction, shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Units and buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development until the completion of construction on the Parcel. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation, with or without resolution of the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing; and
  - (iii) no contributions shall be levied against the Developer as the Owner of any Unit until after the Developer receives an occupancy permit for the Unit in question from the appropriate Municipal authority. Any contributions assessed for such Units will be refunded or cancelled by the Corporation to the Developer.
- (b) During such time as the Developer, its successors or assigns is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units whether owned or leased by it as display Units and to carry on all sales and leasing functions it considers necessary from such Units including the erecting, placing, hanging, keeping or displaying of signs, billboards, advertising material or marketing notices, all in the discretion of the Developer. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and the right of access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.
  - (c) The Developer and its authorized agents, representatives and/or invitees shall have free unlimited and uninterrupted access to and egress from the Common Property for the purposes of implementing, operating and/or administering the Developer's marketing, sale, and/or customer-service program(s) for this Project and with respect to any other site owned or being marketed by the Developer.
  - (d) The Owners and/or the Corporation are restrained from threatening or commencing any legal action whatsoever, whensoever or howsoever described as against the Developer. The Owners agree that there is no warranty offered by the Developer, except as expressly provided by Travelers Canada. The Developer has no liability for any defect or deficiency not covered by the Travelers Canada warranty program or that would not be covered due to the limitations and conditions on coverage under such program. Neither the Owner nor the Corporation will be entitled to any remedy against the Developer except for a claim covered under the Travelers Canada warranty program and then subject to all limitations, restrictions, and conditions set out therein.

The Travelers Canada warranty program will contain restrictions and limitations on claims including, without limitation:

- (i) time limits on claims;
- (ii) limitations as to what is covered and the caps on the amount of recovery (including restrictions limits on the nature of losses covered and caps on aggregate damages);
- (iii) exclusions of claims caused by certain events;
- (iv) loss of warranty coverage in the event of alterations and modifications (including if alterations or modifications are not made by the Developer);
- (v) loss of coverage if the Owner or Condominium Corporation fails to properly maintain, operate or use the Unit or Common Property;
- (vi) restrictions on what qualifies as a defect, deficiency, or other problem with the Unit and Project; and
- (vii) the requirement that the Owner pay a deductible on losses.

The Owner and the Corporation should review the new home warranty program carefully. The Owner and the Corporation release the Developer and all persons for whom the Developer is legally responsible from all liability for losses and damages not covered by the Travelers Canada warranty program or that are outside of the limits of such coverage.

## **VIII. DAMAGE AND INSURANCE**

### **45. DAMAGE OR DESTRUCTION**

Damage or destruction shall be governed by the Board in the following manner:

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene a special General Meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given to all Owners and mortgagees who have given notice.
- (b) Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner pursuant to these Bylaws.

- (c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board may on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:
- (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
  - (ii) the proceeds of insurance shall be paid to the Insurance Trustee (if any) and the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Owner.
- (e) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.
- (f) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris.
- (g) Notwithstanding anything to the contrary herein expressed or implied:
- (i) each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit or the Common Property by:
    - A) themselves;
    - B) members of their family;
    - C) their tenants or members of their families;
    - D) their invitees and contractors or licensees;
    - E) their pets; or
    - F) non-reporting of any damage to or repair or maintenance required that, if not repaired, remedied or rectified, may result in further damage to or further repair or maintenance required to any Unit or Common Property for which the Corporation is responsible;
- that are not required by these Bylaws to be insured against by the Corporation (or are in fact insured against by the Corporation, whether required or not).

- (ii) The Corporation shall repair such damage to the Unit (for which the Corporation is responsible to repair) or Common Property in a manner satisfactory to the Board or its representative. 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. 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 together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon their Unit to the same extent as it would be if it were a contribution levied against the Unit.

#### 46. **INSURANCE**

The insurance of the Corporation shall be governed by the following terms:

- (a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and, in particular, Section 47 of the Act and Part 6 of the Regulation, to the extent available, the following insurance:
- (i) fire insurance with extended coverage endorsement for such perils as set forth in the Act and the Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance industry, of physical loss or damage) insuring:
- A) all of the insurable Common Property;
- B) all insurable property of the Corporation, both real and personal of any nature whatsoever;
- C) all of the Units, to the standard Unit as determined by the most recently approved SIUD, (BUT EXCLUDING all Improvements and Betterments made to the Units, all furnishings, all appliances that are not affixed to the Unit and all other personal property of each Owner whether or not installed in the Building or Unit);
- for the full replacement cost thereof, without deduction for depreciation; and
- D) the interests of, and naming as, Insureds:
- 1) all Owners from time to time;
- 2) all mortgagees who have given written notice to the Corporation;
- 3) the Corporation; and
- 4) the Board of Directors and any person referred to in Bylaw 17 hereof;
- (hereinafter collectively called the "Insureds") as their respective interests may appear;
- (ii) boiler and vessel insurance if any boilers and vessels exist;

- (iii) public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- (iv) directors and officers liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a member or officer of the Board;
- (v) liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;
- (vi) liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles; and
- (vii) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution.

For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

EACH OWNER IS RESPONSIBLE TO INSURE ANY IMPROVEMENTS AND BETTERMENTS TO THEIR UNIT, ALL FURNISHINGS, ALL APPLIANCES THAT ARE NOT AFFIXED TO THE UNIT, ALL PERSONAL PROPERTY AND ANY RENTAL REVENUE.

- (b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
  - (i) that the policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all Insureds;
  - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
  - (iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
  - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
  - (v) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;
  - (vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's

option to repair, rebuild or replace in the event that, after damage, the status of the condominium is terminated;

- (vii) the policy shall be written on a stated amount basis; and
  - (viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured.
- (c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefore, and a copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Corporation of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.
- (e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board, its authorized representative, or the Insurance Trustee (if any), and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
- (f) Any insurance carried by the Owners on their own Units shall provide that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the rental revenue of Owners, interests of tenants against liability or other risks, or the interests of tenants or Owners for their Improvements and Betterments, belongings, contents, appliances that are not affixed to the Unit or other property. The insuring of any Improvements and Betterments, rental revenue, belongings, contents, appliances that are not affixed to the Unit or other property within a Unit or on any Privacy Area is the sole responsibility of the Owner, tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any Improvements and Betterments, belongings, contents, appliances that are not affixed to the Unit or other property within or to the Unit, however caused.
- (g) Owners shall carry insurance with respect to deductibles payable to the Corporation in an amount not less than the Corporation's insurance deductible.

- (h) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that:
- (i) an Owner (or members of their family, their tenants or members of their families, their invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the claim or potential claim; or
  - (ii) the loss or damage or the cause of the loss or damage that gave rise to the claim or potential claim originated from the Owner's Unit or the Owner's Privacy Area;

the Corporation may recover the deductible portion of the claim and any other losses or damages incurred by the Corporation (whether a claim is made or not) from that Owner. Such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith and with the collection thereof (including legal costs on a solicitor and their own client full indemnification basis) incurred by the Corporation, and such monies shall be a charge upon their Unit to the same extent as it would be if it were a contribution levied against the Unit.

#### **IX. COMMON EXPENSES**

#### **47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS**

The particulars that govern the contributions for Common Expenses and budgets shall include that:

- (a) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:
  - (i) all levies or charges on account of any garbage, recycling and/or organic materials removal, electricity, water, sewer, gas and fuel services and television antenna, cable or internet services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
  - (ii) management fees and Insurance Trustee fees (if any), wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
  - (iii) all charges for cleaning or sweeping of parking areas, lawn maintenance and landscaping and for clearing snow and debris from Common Property not designated as a Privacy Area;
  - (iv) all charges on account of lighting fixtures situated on any Unit owned by the Corporation or on Common Property except the bulbs in the balcony or patio light fixture on every Unit;
  - (v) all charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws, including the Amenities;
  - (vi) all costs of furnishings, tools and equipment for use in and about any Unit for which the Corporation is responsible under these Bylaws, the Project facilities, Amenities, and the Common Property, including the repair, maintenance or replacement thereof;

- (vii) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
  - (viii) all charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit for which it is responsible or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless the amount is charged back to an Owner under Bylaw 45 or 46;
  - (ix) all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal, accounting, auditing and engineering, all replacement reserve fund studies, reserve fund reports, reserve fund plans and annual reserve fund reports, including all fees and disbursements related to any such services;
  - (x) all reserves for repairs and replacement of the Common Property, Amenities, and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
  - (xi) all costs of maintenance of the exterior walls, roof and other structural costs components of the building;
  - (xii) the cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
  - (xiii) the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
  - (xiv) the allocable or *pro rata* portion of the cost of any electricity taken from any exterior electrical outlet which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property; and
  - (xv) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation, including, but not limited to, compliance with and enforcement of the Easement Agreement and any encroachment agreement.
- (b) At least thirty (30) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner at the municipal address of their Unit or to such other address as notified to the Manager or the Corporation:
- (i) a copy of the proposed budget for the ensuing fiscal year; and
  - (ii) a notice of the proposed assessment for its contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the Unit Factors for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:
    - A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; or
    - B) any expenses, as the Board may determine, that relate directly and solely to the maintenance, improvement, operation, repair, replacement or restoration of:

- 1) the Residential Units may be charged and shall be paid by the Residential Unit Owners;
  - 2) the Parking Stalls leased or assigned by the Board or otherwise to a Unit Owner may be charged and shall be paid by the Unit Owner who has been leased or assigned such Parking Stall;
  - 3) the Storage Areas leased or assigned by the Board or otherwise to a Unit Owner may be charged and shall be paid by the Unit Owner who has been leased or assigned such Storage Area;
  - 4) the motorcycle parking areas leased or assigned by the Board or otherwise to a Unit Owner may be charged and shall be paid by the Unit Owner who has been leased or assigned such parking area; or
  - 5) all or part of the Common Property or of any one or more Units, and not all the Units, may be charged and shall be paid solely by the recipient Units of such maintenance, improvement, operation, repair, replacement or restoration.
- (c) The Board may assess against or reimburse in favour of any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner of assessment or reimbursement shall be notified to the Owner or Owners being assessed or reimbursed and without limiting the generality of the foregoing, allocation and assessment or reimbursement of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.
- (d) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles, and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may include a reasonable provision for contingencies and shall include a reasonable provision for the Capital Replacement Reserve Fund.
- (e) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.
- (f) Each Owner's contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable in advance on the first day of each month, the first instalment to be made on the 1<sup>st</sup> day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.
- (g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.
- (h) The Corporation shall, on the application of an Owner, purchaser or mortgagee, or the solicitor of any Owner, purchaser or mortgagee or any person authorized in writing by any of these persons, certify within ten (10) days:

- (i) the amount of any contribution determined as the contribution of the Owner;
- (ii) the manner in which the contribution is payable;
- (iii) the extent to which the contribution has been paid by the Owner; and
- (iv) the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.

- (i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special levies, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for their contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning their Unit.

#### **48. SPECIAL LEVIES**

The following provisions apply:

- (a) The Board may, by resolution, assess and collect a special contribution or contributions (a "special levy") against each Unit to raise money:
  - (i) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the Corporation or Common Property;
  - (ii) to cover unexpected shortfalls in the operating account;
  - (iii) to increase the balance of the reserve fund to meet the requirements in a reserve fund plan required under the Regulations;
  - (iv) subject to subparagraph (c) of this Bylaw, for the payment of a capital improvement;
  - (v) to satisfy a judgment against the Corporation; or
  - (vi) for any other purpose provided for in the Regulation.
- (b) A resolution of the Board to approve a special levy must set out the following:
  - (i) the purpose of the special levy;
  - (ii) the total amount to be levied;
  - (iii) either:
    - A) the method of determining each Unit's proportionate share of the special levy by Unit Factor; or
    - B) the method of determining each Unit's proportionate share of the special levy on a basis other than by Unit Factor, if the Board has elected to use another method as is provided for in these Bylaws; and

- (iv) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.
- (c) If the purpose of the special levy is for the making of a capital improvement, a Special Resolution is required before the Board may approve the special levy.
- (d) As soon as possible after the passing of a resolution referred to in Bylaw 48(a) above, the Board must inform each Owner of the following:
  - (i) the purpose of the special levy;
  - (ii) the total amount to be levied;
  - (iii) the method of determining each Unit's proportionate share of the special levy;
  - (iv) the amount of the Owner's Unit's share of the levy; and
  - (v) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.
- (e) If the amount collected exceeds the amount required or for any other reason is not fully used for the purpose set out in the resolution referred to in Bylaw 48(a) above, the Corporation must pay the money into the Capital Replacement Reserve Fund.
- (f) All such special levies shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

**49. DEFAULT OF CONTRIBUTIONS, ASSESSMENTS, SPECIAL LEVIES, INSTALMENTS AND PAYMENTS**

Default of contributions, assessments, special levies, instalments, payments, and liens for unpaid contributions, assessments, special levies, instalments and payments shall be governed by the following terms:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner in a Unit for any unpaid contribution, assessment, special levy, instalment or payment due to the Corporation. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, special levy, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, special levy, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, special levy, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, special levies, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity from time to time including the recovery by the Corporation of its legal fees and disbursements, on a solicitor and their own client full indemnification basis from such defaulting Owner.
- (b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a

solicitor and their own client full indemnification basis and administrative expenses and fees (including NSF charges or any returned automatic bank debit fee) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, special levies, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to Sections 39(1)(a)(ii) and 39.1(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special levies, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid.

- (c) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, special levy, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce their lien, thereby created, in accordance with the other terms and conditions of this provision.
- (d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, special levy, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same.
- (e) The Owners specifically acknowledge and agree that in so far as liens, claims or charges for unpaid contributions, assessments, special levies, instalments or payments arise they shall specifically extend the statutory limitation periods as prescribed by law in the Province of Alberta, including, but not limited, to those prescribed under the *Limitations Act*, R.S.A. 2000, c. L-12, as amended or replaced from time to time, to a period of ten (10) years.
- (f) In the event of any assessment or levy against a Unit or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, special levies, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, special levies, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee.
- (g) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING legal costs on a solicitor and their own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, their servants, agents, licensees, invitees or tenants which violates these Bylaws, the Easement Agreement, any encroachment agreement or any rules or regulations established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation.

**X. MISCELLANEOUS****50. ESTOPPEL CERTIFICATE**

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Owner, but this shall not prevent the enforcement against the Owner incurring the said expense of all obligations of the said Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

**51. LEASING OF UNITS**

In the leasing of Units, the following provisions shall govern:

- (a) In the event that any Owner desires to lease or rent their Unit, they shall:
  - (i) give written notice to the Corporation of the Owner's intent to lease or rent the Unit and the term of the rental or lease, and provide the Corporation with:
    - A) the address at which the Owner may be served with any notice given by the Corporation; and
    - B) the name, telephone contact information, electronic mail address and the make, model and license plate number of the vehicle(s) for the tenant or proposed tenant;
  - (ii) provide the tenant with a copy of the Bylaws, and provide the Corporation an undertaking, in form satisfactory to the Corporation as set forth in Bylaw 62.G, and if applicable, a pet request form as required by Bylaw 62.B, and signed by the proposed tenant or Occupant, that the proposed tenant or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. If requested by the Board, the tenant must provide to the Board a certificate of insurance evidencing existence of a tenant's insurance policy within twenty (20) days of occupancy. The Owner shall not be released of any of their obligations and shall be jointly and severally liable with the proposed tenant or Occupant with respect to such obligations.
- (b) Within twenty (20) days after ceasing to rent the Owner's Unit, the Owner shall give written notice to the Corporation that the Owner's Unit is no longer rented.
- (c) The Corporation IS HEREBY AUTHORIZED TO:
  - (i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Corporation of its use;
  - (ii) give notices to give up possession of Residential Units under Section 54 of the Act; and
  - (iii) make applications to the Court under Sections 55 and 56 of the Act.

- (d) No tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom they rent the Unit is in default of payment of contributions, in which case the tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the tenant shall be deemed to be a rental payment made to the Owner.

## **52. SEVERABILITY**

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

## **53. NOTICES**

The following provisions apply:

- (a) Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:
- (i) personally delivered to the recipient;
  - (ii) sent by ordinary or recorded mail to:
    - A) the address shown on the Certificate of Title to the Unit at the Land Titles Office;
    - B) an alternative address for service provided by the Owner to the Corporation;
    - C) the Corporation at its address for service shown on the Condominium Plan; or
    - D) a mortgagee at its address supplied to the Corporation;
  - (iii) delivered by electronic mail to an electronic address provided to the Corporation by an Owner.
- (b) Service of any notice referred to in these Bylaws is deemed to have been effected:
- (i) upon the date of delivery if done personally;
  - (ii) on the date on which acknowledgement of receipt of recorded mail is signed;
  - (iii) seven (7) days after the date on which the document is sent by ordinary mail; or
  - (iv) twenty-four (24) hours after the document is sent by electronic means.
- (c) An Owner or a mortgagee shall advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

**54. NOTICE OF DEFAULT TO MORTGAGEES**

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of ninety (90) days.

**55. DEBT RETIREMENT ON TERMINATION**

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets (if any) shall be distributed to the Owners in proportion to their Unit Factors or otherwise in accordance with the principles set forth in Bylaw 47(b)(ii) or Bylaw 47(c), subject to the interests of any mortgagees.

**56. COMPANY WHICH IS MEMBER OF BOARD**

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

**57. ALTERNATE BOARD REPRESENTATIVE**

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as the alternate representative on the Board and as such to attend and vote in the stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if the Owner is a member of the Board the Owner shall be entitled to two (2) votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

**58. PRIVACY AREAS**

Privacy areas shall be governed by the following terms:

- (a) The Owner of a Unit shall have the exclusive use of:
  - (i) any balcony or patio area and stairs immediately adjacent to their Unit to which they have access;
  - (ii) not less than one (1) delineated underground Parking Stall on the Condominium Plan for the purpose of parking a Private Motor Vehicle thereon pursuant to a lease between the Owner and the Corporation, or pursuant to an assignment by the Corporation;
  - (iii) not less than one (1) delineated Storage Area on the Condominium Plan for the purpose of storing chattels therein pursuant to a lease between the Owner and the Corporation, or pursuant to an assignment by the Corporation;

which shall constitute Privacy Areas granted to an Owner pursuant to Bylaw 5. Any landscaping or decoration of Privacy Areas may only be carried out after the express

written consent of the Board has been obtained therefore and the maintenance of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use.

- (b) The Owner of a Unit may have the exclusive use of:
- (i) if applicable, an additional delineated Parking Stall on the Condominium Plan for the purpose of parking a Private Motor Vehicle thereon pursuant to a lease between the Owner and the Corporation, or pursuant to a lease assignment to an Owner, or pursuant to an assignment by the Corporation, at an additional monthly charge to be determined by, and at the discretion of, the Board;
  - (ii) if applicable, an additional undelineated underground parking area on the Condominium Plan for the purpose of parking a motorcycle thereon pursuant to a lease between the Owner and the Corporation, or pursuant to a lease assignment to an Owner, or pursuant to an assignment by the Corporation, at an additional monthly charge to be determined by, and at the discretion of, the Board;

which shall constitute Privacy Areas granted to an Owner pursuant to Bylaw 5.

- (c) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such Privacy Areas assigned or designated by it hereunder.
- (d) While any such Privacy Area is not included in the Condominium Plan as part of a Unit, any such Privacy Area shall be maintained in a clean and slightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for clearing slush, snow and debris from all walkways, the common roadway, parkade ramp, sweeping the parkade, and structurally maintaining privacy screens, parking areas, Parking Stalls, balconies, patios, Storage Areas and walkways to a standard considered reasonable by the Board. An Owner shall structurally maintain any approved Owner initiated improvements to their Privacy Area or Unit.
- (e) If an Owner shall fail to properly maintain any such Privacy Area assigned to them after ten (10) days' notice to them to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment. Such monies and costs shall be recoverable by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and their own client full indemnification basis).
- (f) The term Privacy Area does not include any privacy screen, rail or similar structure bordering any designated Privacy Area.
- (g) The Corporation, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.
- (h) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.

**59. PROPERTY TAXES**

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

**60. INDEMNIFICATION OF OFFICERS AND MANAGERS**

The Corporation shall indemnify every member of the Board, Manager, officer or employee and their heirs, executors and administrators against all loss, costs and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. All members of the Board must be insured by crime coverage insurance or bonded to cover malfeasance by the Board by a recognized bonding institution in an amount at least the sum of:

- (a) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and
- (b) the maximum balance of the operating account during the previous twelve (12) month period.

The Corporation shall review the amount of its crime coverage insurance or fidelity bond(s) at least once every two (2) years.

**61. 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 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;
- (b) any member of the Board or Owner may, from time to time, be reimbursed for their 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 5(l).

**62. USE AND OCCUPANCY RESTRICTIONS**

The use and occupancy of the Units shall be governed by the following terms:

- (a) In this Bylaw:
  - (i) "Occupant" means a person resident in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for a period of thirty (30) days or more in any calendar year; and
  - (ii) "Owner" includes a tenant.
- (b) The Board may make policy statements and rules as it deems appropriate to clarify the general restrictions set forth in these Bylaws and those policy statements and rules shall have the same force and effect as any Bylaw once the Board has given written notice to all Owners and Occupants in accordance with the Act.
- (c) The restrictions in use of Units have the following purposes:
  - (i) to provide for the health and safety of condominium Occupants;
  - (ii) to maintain the Common Property and Units in such a manner as to preserve property values;
  - (iii) to provide for the peace, comfort and convenience of the Owners and Occupants; and
  - (iv) to develop a sense of community.

**A. GENERAL**

An Owner or Occupant SHALL NOT:

- (a) use their Residential Unit, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the Project;
- (b) without the prior consent of the Board, use their Unit, or any part thereof, for:
  - (i) any commercial, professional or other business purposes; or
  - (ii) any purpose involving the attendance of the public at such Unit;

unless such use constitutes an authorized, permitted or discretionary use or approved "Type A home occupation" as defined in the relevant Municipal bylaw, and further provided that such home occupation does not require deliveries, signage or storage of stock-in-trade. No garage, auction or similar type sales shall be held anywhere on the Project without the prior written consent of the Board;

- (c) use their Unit, or any part thereof, for licencing, hotel or guest house type purposes including, but not limited to, Airbnb, HomeAway, Tripping, FlipKey or VRBO;
- (d) use a Unit to provide a day care centre or babysitting services;
- (e) make or permit noise (including pet noise) in or about any Unit or the Common Property or allow any odour to emanate or escape from their Residential Unit, Parking Stall or Storage Area or conduct themselves in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No musical instrument, audio system, power tool or other device shall be used within a Unit which

in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;

- (f) use or permit the use of their Unit other than as may be permitted under the relevant Municipal Bylaw as per Bylaw 62.A(b) above;
- (g) permit their Unit to be occupied as a place of residence by more than two (2) persons per bedroom (whether adult or minor) at any given time without the consent in writing of the Board. The Board must be advised of the names, telephone number and contact information of persons permanently residing in an Owner's Unit;
- (h) do any act or permit any act to be done, or alter or permit to be altered their Unit in any manner which will alter the exterior appearance of the structure comprising their or any other Units without the prior written approval of the Board. No surface or overhead covering shall be applied to any Privacy Area without the prior written consent of the Board. No air conditioning units visible from the exterior of the building are allowed, and any proposed air conditioning system or unit shall require written Board approval;
- (i) permit laundry (including towels and bathing suits), rugs, blankets or sleeping bags to be hung other than inside the Unit;
- (j) erect or place any building, structure, tent, or trailer (either with or without living, sleeping or eating accommodation) on any Parking Stall or on the Common Property or on any Privacy Area assigned to them without the prior written consent of the Board;
- (k) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Property or on the real property of the Corporation, clothes lines, disposal equipment, recreational or athletic equipment, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property;
- (l) overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials in their Unit, or on the Common Property, normal cleaning products, related household goods, and a natural gas or electric barbeque on a balcony or patio excepted;
- (m) do anything or permit anything to be done or bring or keep anything in their Unit, the Common Property or the Corporation property which will or would tend to increase the risk of fire, flood, freezing of pipes or mechanical systems or the rate of insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (n) allow any windows or doors to remain open in cold weather such that the pipes and mechanical systems freeze or are susceptible to freezing, and in no event shall they be left open when the outside temperature is, or is expected to be, below 5°C (50°F). Thermostats shall not be turned below 15°C (59°F);
- (o) allow the Unit heating system to be rendered inoperable or shut off during the heating season of October 1<sup>st</sup> to April 30<sup>th</sup> of the following year;
- (p) do anything or permit anything to be done by any Occupant in their Unit or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

- (q) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- (r) deposit customary household garbage, recycling and/or organic materials outside their Unit other than in proper secure bags placed in the waste and recycling building and receptacles or containers therein provided by the Corporation. Additionally:
  - (i) all other bulk waste items such as discarded household furnishings, electronic equipment, appliances, packing cartons, paints or tires which the Municipality's Solid Waste Services will not normally collect, shall be removed from the Project by the Owner at their sole cost and expense;
  - (ii) all recyclable or organic waste items for which bins are provided be disposed of as directed by the Board and/or the Municipality; and
  - (iii) no garbage shall be left outside a Unit or on a Privacy Area or on the Common Property except in the containers as aforesaid;
- (s) erect, place, allow, keep or display signs, billboards, advertising matter, realtor lock boxes or other notices or displays of any kind on the Common Property including any Privacy Area assigned to them or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written approval of the Board. No "For Sale" signs shall be permitted until the Developer has sold 100% of the Units in the Project, save and except for the Developer's signs;
- (t) permit any member of their household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- (u) shake blankets, rugs, mops or dusters of any kind nor throw anything out any windows in their Unit, or on the Common Property, nor permit anything of this kind to be done;
- (v) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed. Grease shall not be disposed of down any drains;
- (w) allow their Residential Unit, Parking Stall, Storage Area, Privacy Area or the area around their premises to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- (x) install hardwood, tile or other hard flooring in any area of their Unit without the written consent of the Board, which consent shall, amongst other things, be contingent upon the Corporation receiving assurance that the installation of such flooring material will be completed in such a manner as to meet the Corporation's minimum requirements for sound transmission abatement, which shall be equal to or better than the sound abatement specifications utilized during original construction of the Project;
- (y) be responsible for clearing snow other than from their own balcony or patio and stairs (if any). An Owner shall not run water or shovel snow onto the balcony or patio of another Owner;
- (z) use their balcony or patio and stairs (if any) or other areas outside of their building for the storage of personal belongings or other goods and chattels or allow or cause any

household or personal effects or articles belonging to them to be kept anywhere except inside their respective Unit when not in actual use. Additionally;

- (i) each Owner will comply with all requests of the Board or its representatives regarding storage of such items; and
  - (ii) professionally manufactured outdoor furniture, neat storage boxes and a natural gas or electric barbeque are permitted on a balcony or patio;
- (aa) store bicycles anywhere in the Common Property other than in the bicycle storage room(s) or in an Owner's Parking Stall or Storage Area, and always in accordance with the rules and regulations adopted by the Board. Bicycles shall not be stored on patios or balconies;
  - (bb) feed or harbour pigeons, gulls or other birds from the balcony or windows of their Unit or on the Common Property. No bird or wildlife feeders are allowed anywhere on the Project;
  - (cc) render a Unit unfit for human habitation. Units must be kept clean and in good order and free of insects and vermin. An Owner shall control all pests inside a Unit (regardless of the origin of such pests). Should an incident arise, the Owner shall inform the Board immediately;
  - (dd) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
  - (ee) grow or cultivate cannabis in a Unit or anywhere on the Common Property;
  - (ff) smoke, vape, or allow smoking or vaping of any product or substance anywhere on the Common Property except on a balcony or patio or other area designated by the Board and shall:
    - (i) attempt to restrict smoke, vapor and other noxious substances from entering adjoining premises;
    - (ii) dispose of smoking material into a fire-retardant receptacle placed on such balcony, patio or other designated area;
    - (iii) ensure such receptacle is filled with either sand or water; and
    - (iv) not throw cigarette butts, matches or other smoking or combustible materials out of windows or over balconies or anywhere on the Common Property;
  - (gg) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the prior written consent of the Board;
  - (hh) cook on a patio or balcony other than using a natural gas or electric barbeque and the natural gas supply valve supplying natural gas to the barbeque is to be in the off position at all times when the barbeque is not in use. Barbeques must be kept at least two (2) feet from the building when in use. No charcoal briquette or propane barbeques, smokers, wood burning devices or open fires are allowed anywhere on the Project;
  - (ii) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems, utilities areas, building maintenance, storage areas not specifically assigned to them under Bylaw 58,

operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;

- (jj) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by their family, guests or visitors or their vehicles;
- (kk) use or permit to be used foil, flags, towels, bed sheets, newsprint or other objectionable material on any window. No Owner shall apply film or tinting to any exterior window without the prior written consent of the Board;
- (ll) install any window covering visible from the exterior of a Unit unless they are of similar color and tone as the Developer installed window coverings;
- (mm) install any flags, wind chimes, wind socks or awnings anywhere outside a Unit;
- (nn) use Parking Stalls except for the purpose of parking operable Private Motor Vehicles in accordance with the provisions of these Bylaws;
- (oo) use or allow to be used in the building or in the Unit any fresh cut Christmas tree unless a tree bag is used for removal of the tree and an Owner cleans up any needle droppings. No Christmas tree shall be left on a Privacy Area or placed in the waste and recycling building or receptacles or containers therein or any other common area;
- (pp) install or put in place, leave in place, allow to be installed or put in place or left in place:
  - (i) any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period between November 15<sup>th</sup> of each year to January 31<sup>st</sup> of the following year; or
  - (ii) any other seasonal decorations that will be visible from the exterior of the Unit with the exception of the time period two (2) weeks before to two (2) weeks after the occasion;

Any decorations shall be secured in such fashion that Common Property shall not be damaged or punctured;

- (qq) allow the smoke detector in the Unit to fall into disrepair or non-use; or
- (rr) use or permit any member of their household, guests or visitors to use any of the Common Property or Amenities except in strict accordance with any policies, rules and regulations therefor which may be established by the Board, which may include, but not be limited to, the following:
  - (i) housekeeping matters, including removal of garbage, recycling and/or organic materials;
  - (ii) cost recovery provisions for failure to leave the Amenity area in an appropriate condition following use;
  - (iii) fixture, furniture and equipment guidelines and restrictions;
  - (iv) compliance requirements relating to Municipal noise restrictions and bylaws;
  - (v) limitations on hours of operation;

- (vi) rental rate, deposit requirements and membership fees;
- (vii) execution of liability waivers; and
- (viii) any other policies, rules or regulations established by the Board, at its sole discretion.

Any violation of such policies, rules and regulations may result in the loss of use of the applicable Common Property or Amenities for a period as decided by the Board.

**B. PETS**

In the case of matters relating to pets, an Owner or Occupant shall not keep or allow any animal or pet of any kind (except fish) at any time to be on their Unit, the Common Property or any Corporation property, other than household animals and pets as are normally permitted in private homes in urban residential areas. Additionally:

- (a) no livestock, snakes, rodents, reptiles, arachnids or fowl are permitted;
- (b) no more than:
  - (i) two (2) dogs;
  - (ii) two (2) cats; or
  - (iii) one (1) dog and one (1) cat;

per Unit are permitted without the prior consent of the Board;
- (c) no pet shall be left unattended on a Privacy Area;
- (d) all dogs and cats must be hand leashed outside a building or on the Common Property outside of Privacy Areas, and kept under control and in the custody of a responsible person at all times who shall not allow a pet to urinate or defecate on any Unit or Common Property of the Project and shall, if it occurs, clean up any animal feces immediately;
- (e) all approved pets must be licensed by the Municipality and vaccinated as required by the Municipality;
- (f) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property necessitated by and caused by any pet;
- (g) any Municipal bylaws in effect with respect to pets at any point in time shall have effect within the Common Property and Municipal enforcement officers are hereby authorized and are permitted to enforce City bylaws on the Common Property;
- (h) the Board may require the pet to be removed from the Project on reasonable grounds on fifteen (15) days' notice to that effect;
- (i) the Occupant of a Unit containing a pet shall enter into any agreement or agreements requested by the Board and provide any annual fee or security required by the Board to ensure the pet is kept in accordance with these Bylaws and to remedy any damage caused by such pet.

**C. PARKING AND MOTOR VEHICLES**

In regard to parking and operating a Private Motor Vehicle on the Project, an Owner or Occupant shall not:

- (a) use the common driveway or roadway or any part of the Common Property other than for ingress to and egress from a Parking Stall. No parking is allowed on the common driveway or drive aisles;
- (b) wash Private Motor Vehicles anywhere on the Project other than in the Common Property car wash;
- (c) carry out any major repairs or adjustments to Private Motor Vehicles on the Project;
- (d) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored in a Parking Stall or on the Common Property. A motorcycle may be parked in a Parking Stall alone or with another Private Motor Vehicle provided neither extend into the common driveway or block any adjacent Parking Stalls, Storage Areas, storage areas or the Common Property;
- (e) bring onto the Project any vehicle other than a Private Motor Vehicle;
- (f) drive any Private Motor Vehicle on the Common Property at a speed in excess of fifteen (15) kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- (g) allow a visitor to their Unit to park their Private Motor Vehicle anywhere on the Project except in their Parking Stall or in a stall designated by the Board for visitor parking in compliance with the rules and regulations thereto;
- (h) allow any propane powered Private Motor Vehicle to be brought into, kept or stored in the underground parkade;
- (i) park or store any Private Motor Vehicles or allow any member of their household to park or store any Private Motor Vehicle on those areas of the Project designated for visitor or handicapped parking except in accordance with the parking policy as set by the Board;
- (j) park any Private Motor Vehicle anywhere on the Project which leaks oil, grease, fuel or coolant or which is, in any other way, offensive or hazardous. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible. If not done expeditiously by an Owner, the Board may do so and charge all costs to the Owner; or
- (k) bring onto the Project any vehicle other than a Private Motor Vehicle, or store or park any Private Motor Vehicle that is not in operating condition and licenced and insured, or which is, in the sole opinion of the Board, objectionably noisy due to intentional modification, faulty muffler or mechanical malfunction, or is a source of other annoying noises or odours.

**D. RENOVATIONS**

In the matter of renovations, an Owner or Occupant shall not make or cause to be made:

- (a) any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical changes, alterations or additions to their Unit;

- (b) any structural alterations to the outer boundary of any Unit, to any load bearing walls; or
- (c) any changes or alterations to any ceiling or floor;

without first having the tradespeople, design and specifications of such alteration or addition approved in writing by the Board. If requested by the Board, the Owner requesting such approval agrees to:

- (i) pay to the Corporation a non-refundable administration charge and/or a refundable damage deposit, in an amount or amounts to be established by the Board from time to time, which damage deposit (if any) shall be held by the Corporation during the time in which renovations are being carried out to the Unit;
- (ii) submit detailed drawings and/or a detailed description of the proposed renovations to the Board;
- (iii) pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications and ensure they comply with the Architectural Standards or otherwise advise the Board (including advise that the Common Property will not be adversely affected);
- (iv) obtain, at their own expense, and provide the Board with all required permits (including, but not limited to, building and development permits) and inspection reports within ten (10) days of receipt of the same. If any services which are shared by any other Unit or the Common Property are affected, then certificates shall be provided by such experts as are required, confirming how such service will be affected by the proposed change;
- (v) disclose all contractors and sub-contractors and provide evidence of appropriate insurance coverage, such as commercial general liability insurance, construction insurance (if applicable) and WCB coverage;
- (vi) ensure any workers, tradespersons, contractors and subcontractors retained to do the work meet such reasonable standards of certification, qualification, expertise and proficiency as required by industry standards or as established by the Board;
- (vii) provide copies of any final plans showing the changes after the renovations are completed, drawn on an "as-built" basis;
- (viii) pay any costs incurred by the Corporation for restoration or removal by the Board (or its duly authorized representative(s)) of any alteration or addition made by an Owner without such approval. Such costs shall bear interest at the Interest Rate from the time such costs are incurred until paid and may be recovered by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and their own client full indemnification basis);
- (ix) ensure that all renovations are done between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday with no work being done on weekends or statutory holidays without the consent of the Board, and shall comply with all Municipal noise bylaws;
- (x) ensure removal of debris from the Unit and keep the Common Property in a clean and neat condition both during and after the renovation work is done.

No renovation debris is to be disposed of in any containers of the Corporation. Notwithstanding that the Owner may have an agreement with any party doing the renovations to remove such debris, the ultimate responsibility relating to the removal of the debris and the maintenance of the Common Property remains with the Owner; and

- (xi) ensure the Board's satisfaction that the cosmetic and/or resulting sound effects of any changes are in keeping with the appearance of the other Units and of the Project as a whole, and that any such changes do not in any way affect the quiet enjoyment of any other Owners in respect of the use by other Owners of their own Units.

**E. STORAGE AREAS**

The following rules and regulations govern the use of all Storage Areas:

- (a) each Owner shall use their Storage Area only for the storage of non-perishable property owned by them;
- (b) no portion of such Storage Area shall be used for human or animal occupancy;
- (c) no goods, materials, chattels or other property shall be stored in any such Storage Area which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs of the Corporation;
- (d) no foodstuffs or dangerous, noxious, filthy, offensive, explosive or flammable materials are permitted in such Storage Area;
- (e) each Owner agrees that the Corporation shall have the right to enter into any Storage Area at all reasonable times for the purposes of inspecting a Storage Area and ensuring compliance with these rules and regulations;
- (f) an Owner may only store goods, materials, chattels or other property in their assigned Storage Area that are actually owned by them;
- (g) each Owner agrees to keep their Storage Area securely locked at all times;
- (h) the Corporation is under no obligation as to the condition or temperature to be maintained or fitness of the Storage Area for the particular or general purposes of the Owner;
- (i) all goods and materials stored in the Storage Area are at the Owner's sole risk. Each Owner acknowledges being responsible to protect the goods stored by them in their Storage Area against any loss suffered by the Owner, whether from theft, vermin, rodents, fire, water damage, frost, steam, breakage, rain, flood, leakage, structural defect or any cause whatsoever. Each Owner agrees to hold the Corporation, its agents and employees harmless from any and all claims of liability, loss or damage to property and of injury to or death of persons caused by any acts whatsoever or negligence of the Owner, their guests, licensees or invitees in or upon their storage area; and
- (j) if an Owner defaults under any provision of these rules and regulations and such default is not cured to the reasonable satisfaction of the Corporation within ten (10) days after notice of such default has been given to such Owner, the Corporation may terminate such Owner's right to use their assigned Storage Area and may, at its sole option:

- (i) require that the goods and materials of the Owner be removed from the Storage Area forthwith; and
- (ii) if the Owner fails to remove their goods and materials, the Corporation may consider such goods and materials abandoned and enter into the Storage Area and remove goods to a location of its choice. The Corporation may dispose of such goods and materials and, after such disposal the Corporation is relieved of all further obligations or liability to the Owner. It is presumed that any property left or abandoned by the Owner does not exceed One Hundred (\$100.00) Dollars in value.

**F. MOVING AND DELIVERIES**

In regards to moving, when an Owner or Occupant uses any part of the Common Property for greater than fifteen (15) minutes for deliveries or moving in or moving out of a Unit, the following provisions shall apply:

- (a) the Manager must be given at least two (2) days prior notice for moves and for furniture and chattel deliveries, and scheduling for same shall occur on a first come basis, and is not guaranteed;
- (b) an Owner shall not move furniture or other chattels into or out of a Unit unless prior to the move or delivery the Owner:
  - (i) receives written approval for the move from the Board (request is made through the Property Manager);
  - (ii) pays the Corporation or the Developer, as the case may be, a flat rate fee, as determined by the Board, for a maximum of three (3) hours. This flat rate fee shall be charged to each Residential Unit every time there is a change in Occupancy of a Unit. If additional time is required and approved, an additional fee will be charged; and
  - (iii) pays the Corporation or the Developer, as the case may be, a damage deposit on move-in/move-out, as determined by the Board;
- (c) the flat rate fee will be used at the discretion of the Board for costs and expenses including, but not limited to, hiring security and employing agents to attend to moving matters such as hanging elevator pads and elevator lock-offs;
- (d) the damage deposit will be used to pay for any damages caused to the Project during the move, and the Owner will also pay the Corporation or Developer, as the case may be, for any damages in excess of the damage deposit. If no damage is done to the project during the move or delivery, the Corporation or the Developer, as the case may be, will refund the full damage deposit to the Owner;
- (e) an Owner shall only move or schedule deliveries between the hours of 8:00 a.m. and 6:00 p.m.;
- (f) the entrance to be used shall be determined by the Property Manager, and elevator pads will be hung and one elevator placed "in service" prior to the move or delivery. The lobby shall not be used for temporary storage of furniture or boxes, and when the elevator is placed "in service", the free elevator shall only be used to move passengers;

- (g) boxes must be flattened and placed in the appropriate recycling bins, and household items such as mattresses, furniture, and electronics shall not be disposed of anywhere on the Project;
- (h) any violation of the above procedures will be subject to a monetary sanction pursuant to Bylaw 43, at the sole discretion of the Board;
- (i) all flat rate fees, monetary sanctions and deposits shall be set by the Board from time to time, at their sole discretion; and
- (j) the above Bylaws shall not apply to the Developer and first time purchasers from the Developer upon their initial move-in, save and except for Bylaws 62.(F)(f),(g) and (h) above.

**G. COMPLIANCE**

An Owner shall ensure that their Occupants comply with those requirements that the Owner must comply with under these Bylaws hereof and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the Units on behalf of the Owners obtain from the tenants an undertaking, in writing, to the following effect:

"I, \_\_\_\_\_, covenant and agree that I, all Occupants of my Unit, and my guests from time to time will, in using the Unit rented by me, any Privacy Areas relating to the Unit and all the Common Property, comply with the *Condominium Property Act*, R.S.A. 2000, c. C-22, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

**63. AMENDMENT OF BYLAWS**

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution.

**64. CHANGE OF LEGISLATION**

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

**65. MEDIATION AND ARBITRATION**

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43.

**66. GRANT OF EASEMENT OVER COMMON PROPERTY UNIT(S)**

The granting of easement over any Common Property Unit shall include that:

- (a) Grant of Easement

The Corporation hereby gives, grants, conveys, transfers and sets over to each Owner, every transferee from it and every person deriving title from it, together with all

servants, agents and invitees of each Owner, the non-exclusive right, privilege and easement of a right-of-way, in, through and over and rights of ingress to and egress from and to pass and re-pass across, on and through and to remain on and use any Common Property Unit for any purpose as is reasonably required from time to time by each Owner. It is the intention of the parties hereto that any Common Property Unit be used for any purpose by the Owners and maintained by the Corporation, to the same extent, and as fully and effectively as though such Common Property Unit were part of the Common Property of the Parcel.

(b) Easement in Perpetuity

The Corporation and each Owner do hereby covenant and agree that the easements, rights and privileges described herein shall be deemed to be covenants running with the land and annexed thereto and shall continue in respect of the servient tenement until such time as the parties and the Municipality shall agree to their extinguishment. Each of the Owners may peaceably hold and enjoy the easements, rights and privileges hereby granted without hindrance, interruption or molestation.

(c) Support and Other Easements

(i) In favour of the Owner of every Unit and as appurtenant to each such Unit, there is implied in respect of each Unit an easement for the shelter and/or subjacent and lateral support of the Unit by the Common Property and Common Property Unit, or by every other Unit capable of affording shelter and/or support; and

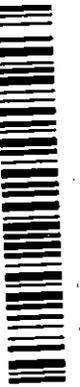
(ii) As against the Owner of every Unit and as appurtenant to each Unit, whether or there is implied in respect of each such Unit as an easement to which the Unit subject, for the shelter and/or subjacent and lateral support of the Common Property and Common Property Unit or of every other Unit capable of enjoying shelter and/or support.

(d) Consistent with Bylaws

Each Owner shall not use any Common Property Unit over which this easement is granted herein in any manner inconsistent with any Bylaw, resolution or regulation of the Corporation relating to the use of such easement area, nor shall they bring on to or leave on the easement area any equipment, material or other thing prohibited from time to time by any Bylaws, resolution or regulation.

(e) Use Limitations

Each of the parties hereto covenants that any Common Property Unit shall at all times be owned by the Corporation, free and clear of any financial encumbrance and shall be kept in good and proper repair. The carrying out of any operations or privileges in connection with the easement granted herein will be done in a good and workmanlike manner and will cause as little damage and inconvenience as possible to the Common Property Unit and, if any damage is caused to any Common Property Unit by any party, such party shall restore the Common Property Unit to its former condition as far as is reasonably practicable. The Corporation is primarily responsible for the repair and maintenance of any Common Property Units, however, the Owners agree to cooperate and assist the Corporation if required in such repair and maintenance.



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