

**ALBERTA GOVERNMENT SERVICES
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**Form 3
Condominium Property Act
Section 32**

Notice of Change of Bylaws

Condominium Corporation No. 0910765 hereby certifies that, by a special resolution passed on October 19, 2013, the Bylaws of the Corporation were added to, amended or repealed as follows:

That the Condominium Corporation's Bylaws set out in Appendix 1 of the *Condominium Property Act*, R.S.A. 2000, c. C-22 be repealed and replaced with the Bylaws attached hereto.

The seal of Condominium Corporation No. 0910765 was affixed on October 19, 2013 in the presence of:

MILES GODLONTON
Name of Director

[Signature]
Director Signature

DOUGLAS R. LINT
Name of Director

[Signature]
Director Signature



BYLAWS OF CONDOMINIUM CORPORATION NO. 0910765

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BYLAWS OF CONDOMINIUM CORPORATION NO. 0910765

These bylaws have been passed by Condominium Corporation No. 0910765 for the purpose of replacing and substituting the bylaws set out in Appendix 1 of the *Condominium Property Act*, R.S.A.2000, c. C-22 and amendments thereto.

SECTION 1 - DEFINITIONS & INTERPRETATION

Definitions

- 1.1 In these Bylaws, unless the context or subject matters requires a different meaning:
- 1.1.1 "Act" means the *Condominium Property Act*, R.S.A.2000, c. C-22, as amended from time to time, or any statute or statutes passed in substitution therefor;
 - 1.1.2 "Board" means the Board of Directors of the Corporation;
 - 1.1.3 "Bylaws" means the bylaws of the Corporation, as amended from time to time;
 - 1.1.4 "Common Expenses" means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
 - 1.1.5 "Common Property" means so much of the Parcel as is not comprised of or does not form part of any Unit;
 - 1.1.6 "Condominium Plan" means the plan registered at the Land titles Office under the Act as No. 0910765;
 - 1.1.7 "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 0910765";
 - 1.1.8 "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on Ordinary 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 Insurance Trustee shall be the Board;
 - 1.1.9 "Interest Rate" means the maximum rate of interest per annum which by Section 40 of the Act, the Corporation can charge to an Owner in respect of any monies owing by that Owner to the Corporation;
 - 1.1.10 "Manager" means any property manager contractually appointed by the Board;
 - 1.1.11 "Occupant" or "Tenant" means the rightful and lawful occupant or lessee of a Unit, whether or not the Occupant is an Owner, and includes all family members, invitees, licensees, servants and guests of such Occupant or Tenant;
 - 1.1.12 "Ordinary Resolution" has the same definition and meaning given in the Act;

- 1.1.13 "Owner" means a person who is registered as the owner of the fee simple estate in a Unit;
- 1.1.14 "Parcel" means the land comprised in the Condominium Plan;
- 1.1.15 "Project" means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;
- 1.1.16 "Regulations" means the *Condominium Property Regulation*, Alta Reg 168/2000 as amended from time to time, or any Regulations passed in substitution therefor;
- 1.1.17 "Special Resolution" has the same definition and meaning given in the Act;
- 1.1.18 "Unit" means an area designated as a Unit in the Condominium Plan;
- 1.1.19 "Unit Factor" means the Unit Factor for each Unit and each Common Property Unit as more particularly specified or apportioned and described and set forth on the Condominium Plan.

Extended Meanings

- 1.2 Any reference hereunder to "Owner" is hereby implied and extended to include in its meaning a Tenant of an Owner, an Occupant of an Owner's Unit or any other person, firm or corporation that an Owner is responsible for at law, unless such reference by its context or otherwise excludes such extension.
- 1.3 Any reference hereunder to "repair" 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 anything to which such repair could be made.
- 1.4 Any reference hereunder to a Statute of the Province of Alberta shall include any Regulations to that Statute, any amendment to that Statute or Regulations and any Statute, Statutes or Regulations passed in substitution therefor.

Special Meaning

- 1.5 Words and expressions that have a special meaning assigned to them in the Act have the same meaning in these Bylaws. Those 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., c. L-7.

Gender, Plural, Persons

- 1.6 Words in these Bylaws importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

Headings

- 1.7 The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing its terms or provisions.

SECTION 2 - DIRECTORS & OFFICERS

Composition

- 2.1 The Board shall consist of not less than three (3) and no more than ten (10) individuals who shall be nominees of the Owners, representatives of mortgagees of Units, representatives or principals of corporate Owners, or any combination thereof, and this composition of the Board shall be valid notwithstanding the provisions of section 28(10) of the Act.

Election & Eligibility

- 2.2 The Board shall be elected at each annual general meeting (or at an extraordinary general meeting) to serve until the next annual general meeting. A retiring member of the Board shall be eligible for re-election. Where a Unit has more than one Owner, only one person in respect of that Unit may sit on the Board at any point in time.

Automatic Termination of Office

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

- 2.3.1 resigns from office by notice in writing to the Corporation;
- 2.3.2 dies;
- 2.3.3 is in arrears more than sixty (60) days of any contribution, levy or assessment required to be paid as an Owner;
- 2.3.4 becomes bankrupt or insolvent;
- 2.3.5 no longer has capacity or is the subject of a Certificate of Incapacity issued under the *Mental Health Act*, R.S.A. 2000, c. M-13, or the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2;
- 2.3.6 is convicted of an indictable offence;
- 2.3.7 is absent from meetings of the Board for three (3) 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 the member vacate their office;
- 2.3.8 is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- 2.3.9 commences any legal proceedings against the Board or the Corporation.

Removal of a Director

- 2.4 The Owners may, by Ordinary Resolution at an extraordinary general meeting, remove any member of the Board before the expiration of their term of office and appoint in their place another person qualified by these Bylaws to hold that office until the next annual general meeting.

Casual Vacancy

- 2.5 Where a vacancy occurs on the Board, the remaining members of the Board may appoint a qualified person to fill that office for the remainder of the former member's term.

Defects in Appointment

- 2.6 All acts done in good faith by the Board are, notwithstanding any subsequent discovery 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.

Disclosure of Conflicts

- 2.7 Any prospective or current member of the Board shall, as a condition of nomination or of holding office, make full disclosure of any potential conflict of interest and any direct or indirect relationship he or she may have with the Corporation either contractual, financial or employment related.

Officers

- 2.8 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 and a Secretary/Treasurer 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 may simultaneously hold two (2) offices.
- 2.9 A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.
- 2.10 The duties of the officers shall be as determined by the Board from time to time.

Notice of Meetings

- 2.11 The Board shall meet when any member of the Board gives to the other members of the Board not less than seven (7) 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 without the necessity of the President giving reasons for the calling of the meeting.
- 2.12 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.

Chairperson of Board Meetings

- 2.13 The President shall act as Chairperson of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the 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 from among themselves appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting.

Quorum

- 2.14 Where the Board consists of four (4) or less members, a quorum for a meeting of the Board is two (2) members present in person or by proxy and where the Board consists of five (5) or more members, a quorum is three (3) members present in person or by proxy.

Voting

- 2.15 All Board matters shall be determined by simple majority vote. In the event of a tie vote, the Chairperson shall have a second and casting vote in addition to their original vote.

Resolution in Writing

- 2.16 A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

Duties & Powers of the Board

- 2.17 The Board shall:
- 2.17.1 subject to any valid restrictions imposed or directions given at a general meeting of the Owners, carry on the day-to-day business and affairs of the Corporation;
 - 2.17.2 keep minutes of Board proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interest to the Corporation;
 - 2.17.3 cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interest to the Corporation;
 - 2.17.4 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;
 - 2.17.5 prepare, or cause to be prepared, proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
 - 2.17.6 maintain financial records of all the assets, liabilities and equity of the Corporation;
 - 2.17.7 on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a convenient time;
 - 2.17.8 at least once a year, cause the books and accounts of the Corporation to be audited by an independent Chartered 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, in writing, notified its interest to the Corporation, a copy of the audited Financial Statements of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report within ninety (90) days at the end of the fiscal

year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. The audit obligations under this paragraph may be waived or reinstated upon the passing of an Ordinary Resolution to that effect;

- 2.17.9 keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- 2.17.10 keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- 2.17.11 within fifteen (15) days of a person becoming or ceasing to be a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- 2.17.12 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.
- 2.17.13 appoint committees to fulfill any function the Board deems necessary, such as an audit committee, maintenance committee or social committee or any other committee for any purpose the Board sees fit. Members of the committees shall be Owners, or principals of corporate Owners. Each committee shall appoint a chairperson and each chairperson shall report to the Board on its activities. Any committee of the Board shall have only that authority to deal with the Owners of Units, the occupants of Units, or others, as the Board may expressly confer on each committee.

Discretionary Powers

2.18 The Board may:

- 2.18.1 meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit;
- 2.18.2 subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit and at any time revoke such delegation;
- 2.18.3 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;
- 2.18.4 obtain and retain by contract the services of a Manager to supervise, manage and perform any or all of the duties of the Corporation upon such terms as the Board may from time to time decide, but subject to the control and direction of the Corporation and the Board. The Manager employed by the Board need not devote their full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for

the Corporation, the contract shall require the Manager to arrange or maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:

- 2.18.4.1 the total amount of any capital replacement reserve funds, as required under the Act or the Regulations, in the hands of or controlled by the Manager; and
 - 2.18.4.2 one month's total condominium contributions of the Corporation or 1/12th of the total annual condominium contributions for all Units in the Project (excluding any special assessments), whichever is greater; and
 - 2.18.4.3 a sum representing the average monthly amount of cash in the control of the Manager;
- 2.18.5 enter into an insurance trust agreement in a form and on terms as required by any Insurance Trustee;
- 2.18.6 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.

Signing Authorities

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

Corporate Seal

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

SECTION 3 - OWNER MEETINGS

Annual General Meeting

- 3.1 The first annual general meeting of the Owners shall be held within the time prescribed by the Act. Subsequent annual general meetings shall be held once in each calendar year, with not more than fifteen (15) months elapsing between the date of one annual general meeting and that of the next.

Extraordinary General Meetings

- 3.2 All general meetings other than annual general meetings shall be extraordinary general meetings.

Calling General Meetings

- 3.3 The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing no less than 50% of the total Unit Factors for all the Units or upon the request in

writing 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 50% of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to 50% of the total Unit Factors convene an extraordinary 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 parties requesting the meeting.

Notice of General Meetings

- 3.4 A minimum of seven (7) 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. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat.
- 3.5 Any Owner 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.

Proceedings at General Meetings

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

Order of Business for General Meetings

- 3.7 The order of business at general meetings, and as far as is appropriate at extraordinary general meetings, shall be:
- 3.7.1 if the President or Vice-President of the Board is absent or elects to vacate the chair or refuses to act, the election of the Chairperson of the meeting;
 - 3.7.2 call to order by the Chairperson and establish quorum;
 - 3.7.3 call of the roll and certification of proxies;
 - 3.7.4 proof of notice of meeting or waiver of notice;
 - 3.7.5 reading and disposal of any unapproved minutes;
 - 3.7.6 reports of officers;
 - 3.7.7 reports of committees;
 - 3.7.8 financial report;
 - 3.7.9 appointment of auditors;

3.7.10 election of Board;

3.7.11 unfinished business;

3.7.12 new business;

3.7.13 adjournment.

Quorum for General Meetings

- 3.8 A quorum for a general meeting is one third ($\frac{1}{3}$) of the persons entitled to vote representing not less than one third ($\frac{1}{3}$) of the Unit Factors present in person or by proxy. Except as otherwise provided, no business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.

Adjournment for Lack of Quorum

- 3.9 If within one-half ($\frac{1}{2}$) hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half ($\frac{1}{2}$) hour from the time appointed for the meeting the persons entitled to vote who are present shall be a quorum.

Chairperson for General Meetings

- 3.10 The President of the Board shall be the Chairperson of all general meetings. In the President's absence or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairperson. If both the President and Vice-President are absent or vacate the chair or refuse to act, the members shall elect a Chairperson.

Eligibility to Vote

- 3.11 Except as provided in Bylaw 3.17 and in cases where a Special Resolution is required, no Owner is entitled to vote at any general meeting unless all assessments payable in respect of the Unit have been duly paid to the date thirty (30) days prior to the date of such meeting. The presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaws 3.8 and 3.9.

Voting By Show of Hands

- 3.12 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 is 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.

Voting By Poll

- 3.13 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. A demand for a poll may be withdrawn.

Voting Calculation

- 3.14 On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. 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 or mortgaged to them. In the case of a tie, the Chairperson of the meeting is entitled to a second casting vote in addition to its original vote.

Votes By Co-Owners

- 3.15 Co-owners are entitled to such part of the vote applicable to a Unit as is proportionate to their interest in the Unit.

Voting by Trustee

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

Voting by Mortgagee

- 3.17 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 vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote and the mortgagee's power to vote shall not be limited or proscribed by the Owner's failure to pay contributions.

Votes by Successive Interests

- 3.18 Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if the interest is mortgaged, by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote.

Resolution in Writing

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

SECTION 4 - DUTIES & POWERS OF THE CORPORATION

Duties of Corporation

- 4.1 In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board, shall:
- 4.1.1 control, manage, maintain, repair, replace and administer the Common Property 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 condominium Project;
 - 4.1.2 maintain, repair and renew (where reasonably necessary) 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 one or more Units or Common Property;

- 4.1.3 do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and take all necessary steps it sees fit to uphold and enforce same;
- 4.1.4 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 certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;
- 4.1.5 subject to any obligations imposed by these Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property or Unit over which such Owners have an exclusive right of use, clean, maintain, repair and replace the exterior of the Units, including, without limitation, the repair of any leakage around windows and patio doors and the maintenance, repair and replacement of all outside accouterments affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property, including the structural maintenance of any Exclusive Use Area including, but not limited to, any Exclusive Use Area or parking area located on any part of the Common Property to which an Owner has exclusive use pursuant to these Bylaws and including all landscaped areas, common sidewalks, driveways, roadways and all balcony walls, rails, fencing and related posts;
- 4.1.6 collect and receive, or cause to be collected or be received, all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or credit union operating in the Province of Alberta;
- 4.1.7 provide and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amounts as may be required from time to time for a capital replacement reserve fund pursuant to the Act and its Regulations and generally to comply with the provisions of the Act and its Regulations regarding a capital replacement reserve fund;
- 4.1.8 pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may seem justifiable in the management and administration of the entire condominium Project;
- 4.1.9 remove snow, slush and debris from and keep and maintain in good order and condition all common areas of the Common Property designated for vehicular or pedestrian traffic or outside parking and keep and maintain in good order and condition all grassed or landscaped areas of the Common Property, provided that any general cleaning and non-structural maintenance of any Exclusive Use Area that has

been allocated to a Unit or designated to an Owner shall be the responsibility of the Owner of such Unit;

- 4.1.10 establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and promptly replace on a continuing basis, such lawns, trees or shrubs which die;
- 4.1.11 provide adequate garbage receptacles or containers on the Common Property for use by all the Owners and provide for regular collection therefrom;
- 4.1.12 repair, replace and maintain walls separating Units (unless the reason or cause for such repair, replacement or maintenance is the negligent act or omission of an Owner).

Powers of Corporation

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

- 4.2.1 purchase, acquire, own and operate real property (provided such real property is a Unit or Common Property) for the general use or benefit of the Owners or in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or the Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;
- 4.2.2 acquire and grant (as the case may be) rights to joint access or mutual use (including entering into and observing and performing any agreement for joint or mutual administration and management thereof) to shared services or facilities.
- 4.2.3 borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing in excess of 15% of the current year's Common Expenses budget must be approved by Special Resolution;
- 4.2.4 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;
- 4.2.5 invest, as it may determine, any contributions towards the Common Expenses subject to the restrictions in section 43 of the Act;
- 4.2.6 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;
- 4.2.7 grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof, any such grant to be determinable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;

- 4.2.8 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 necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally (including, but not limited to, the Exclusive Use Areas, parking areas and parking spaces), including the commencement of an action under section 36 of the Act and all subsequent proceedings relating thereto;
- 4.2.9 determine from time to time the amounts to be raised and collected for the purposes of carrying out these Bylaws and raise such amounts so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units on such other basis as may be determined by the Board or as otherwise herein provided;
- 4.2.10 charge interest on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- 4.2.11 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;
- 4.2.12 join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- 4.2.13 do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- 4.2.14 grant a lease to an Owner under section 50 of the Act;
- 4.2.15 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, and do all things and have such rights, powers and privileges of a natural person;

Corporation's Approval

- 4.3 Unless otherwise provided, whenever it is necessary for the Corporation's approval or consent to be obtained, the Corporation may, at its sole and absolute discretion, withhold such approval or consent without any liability to the Corporation for doing so.

Performance by Board

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

SECTION 5 - COMMON EXPENSES, BUDGET & ESTOPPEL CERTIFICATES

Common Expenses

- 5.1 The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units and, without limiting the generality hereof, shall include the following:

- 5.1.1 all levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
- 5.1.2 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;
- 5.1.3 all charges on account of maintenance of lawns and landscaping, cleaning or sweeping of parking areas and Common Property, and for ice, snow and debris removal from Common Property excluding however balconies or patios designated as Exclusive Use Areas;
- 5.1.4 all charges on account of lighting fixtures situated on the Common Property, except the balcony or patio light fixtures on each Unit;
- 5.1.5 all charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or the Common Property for which the Corporation is responsible under these Bylaws;
- 5.1.6 all costs of furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;
- 5.1.7 all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
- 5.1.8 all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering (including replacement reserve funds studies) fees and disbursements;
- 5.1.9 all reserves for repairs and replacement of Common Property and portions of Units the repair or replacement of which is the responsibility of the Corporation;
- 5.1.10 maintenance of the exterior walls, roofs and other structural costs of buildings in the Project;
- 5.1.11 the cost of maintaining fidelity bonds as provided in these Bylaws;
- 5.1.12 the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
- 5.1.13 the allocable or pro-rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property.

Realty Taxes

- 5.2 Realty taxes and other municipal and governmental levies or attributable to the Common Property shall be assessed and imposed in accordance with 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.

Budget

- 5.3 At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of the Unit:

5.3.1 a copy of the budget for the ensuing fiscal year; and

5.3.2 a notice of the assessment for contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors.

- 5.4 The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. In establishing a budget, the Board shall comply with the requirements of the Act and of the Regulations respecting the capital replacement reserve fund.

Replacement Reserve

- 5.5 The capital replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Common Property and those portions of the Units the repair and replacement of which is the responsibility of the Corporation 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. The Corporation may by resolution determine the maximum amount that may be paid from the replacement reserve fund in respect of a single expenditure.

Payment

- 5.6 The contributions assessed as payable by the Owners for Common Expenses shall be paid 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 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.
- 5.7 All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due.

Certification of Amounts

- 5.8 The Corporation shall, on the application of an Owner or any person authorized in writing by him, certify within twenty (20) days:

- 5.8.1 the amount of any contribution determined as the contribution of the Owner;
- 5.8.2 the manner in which the contribution is payable;
- 5.8.3 the extent to which the contribution has been paid by the Owner; and
- 5.8.4 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.

5.9 Upon the written request of an Owner, purchaser or mortgagee of a Unit, the Corporation shall, within twenty (20) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:

- 5.9.1 a statement setting forth the amount of any contributions due and payable in respect of a Unit;
- 5.9.2 the particulars of:
 - 5.9.2.1 any action commenced against the Corporation and served upon the Corporation;
 - 5.9.2.2 any unsatisfied judgment or order for which the Corporation is liable; and
 - 5.9.2.3 any written demand made upon 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;
- 5.9.3 the particulars of or a copy of any subsisting management agreement;
- 5.9.4 a copy of the current Budget of the Corporation;
- 5.9.5 a copy of the most recent Financial Statement of the Corporation;
- 5.9.6 a copy of the Bylaws of the Corporation;
- 5.9.7 a copy of any minutes of a meeting of the Corporation or of the Board;
- 5.9.8 the particulars of or a copy of any subsisting lease of any of the Common Property;
- 5.9.9 any other information that the Corporation is obligated to provide under section 44 of the Act.

Estoppel Certificates

5.10 Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an

estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner for collection of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not.

Payment for Document Requests

- 5.11 The Board or the Manager required to supply any documents required to be provided in these Bylaws or under the Act shall be entitled to charge a reasonable fee for the production thereof.

Non-Waiver

- 5.12 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 assessments, 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 is exempt from liability for contributions toward the Common Expenses by waiving the Owner's use or enjoyment of any of the Common Property or by vacating or abandoning the Unit.

Special Assessments

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

SECTION 6 - EXCLUSIVE USE AREAS

Allocation

- 6.1 The Corporation shall not grant to an Owner any right to exclusive use and enjoyment of part of the Common Property, except for the following:
- 6.1.1 the balcony or patio area that is adjacent to a Unit shall be allocated to such Unit as an Exclusive Use Area for use as an a balcony or patio only and not used for storage;
- 6.1.2 each Unit having a Unit Factor of less than 440, shall be allocated as an Exclusive Use Area, one parking stall to be used solely for the purpose of parking a private motor vehicle;

6.1.3 each Unit having a Unit Factor of more than 440, shall be allocated as an Exclusive Use Area, two parking stalls which shall be used solely for the purpose of parking private motor vehicles; and

6.1.4 any other area as the Board may allocate to an Owner as an Exclusive Use Area.

Duties of the Owner & the Corporation

6.2 With respect to any portion of the Common Property that has been granted or allocated to an Owner as an Exclusive Use Area, an Owner shall:

6.2.1 keep the area in a sanitary and safe condition;

6.2.2 keep the area free from all junk, scrap, refuse, waste, garbage or any other unsightly or unclean condition;

6.2.3 keep the area free from all pests and vermin;

6.2.4 use the area only for the allocated purposes, subject to any other use or restriction in use as may be specified by the Corporation from time to time;

6.2.5 comply with and observe the Bylaws, rules and regulations of any governmental authority, including, without limitation, fire regulations;

6.2.6 not build any permanent structures on within the area. Any temporary use structures to be built on such area must be first approved by the Corporation, as well as by the municipality (if applicable);

6.2.7 not lease or rent out any of the area separately or independently from the Owner's Unit without first obtaining the written consent of the Corporation, which consent may be arbitrarily withheld;

6.2.8 not place or store hazardous substances, pollutants, contaminants, flammable substances or fire hazards in or on any of the area;

6.2.9 park only private motor vehicles in the areas that have been allocated to an Owner. "Private motor vehicle" means small, medium and full-sized cars, station wagons, light trucks (up to 3/4 ton size), vans, minivans, motorcycles and sport utility vehicles.

6.3 Each Owner that has an Exclusive Use Area shall properly maintain such Exclusive Use Area in accordance with the requirements and specifications of the Corporation, including repairing any damages or completing maintenance or repair to the structural areas of the Exclusive Use Area, subject to paragraph 6.4.

6.4 Exclusive Use Areas do not include any fence, rail, exterior wall, roof, ceiling or concrete slab that either borders or defines an Exclusive Use Area. The Corporation shall be responsible for repairing the same and any structural components of the Exclusive Use Areas, unless any maintenance, replacement or repair of the same is caused by the act or omission of an Owner, in which case, the Owner shall be responsible for paying all costs and expenses for the maintenance, replacement or repair of the Exclusive Use Areas.

Restriction on Use

- 6.5 The Corporation may in its absolute discretion, in addition to other restrictions and powers set out in these Bylaws, specify and limit the nature and extent of the use or uses of any Exclusive Use Area. Exclusive Use Areas shall only be used in accordance with and subject to such Bylaws, rules and regulations enacted by the Corporation from time to time, provided that the Corporation shall not change the use of the Exclusive Use Areas designated as parking spaces for motor vehicles (including the particular location allocated to a specific Unit) unless all Owners should consent in writing to the change in such designated use.

Risk

- 6.6 Any use of an Exclusive Use Area, including, without limitation, the parking of private motor vehicles, shall be at the sole and exclusive risk of the Owner to whom the Exclusive Use Areas have been allocated and shall not be at the risk of the Corporation. The Corporation shall have no duty to put in place security measures or to patrol or otherwise provide security with respect to such Exclusive Use Areas.

Ownership & Use

- 6.7 Exclusive Use Areas shall not be deemed to be an area leased pursuant to section 50 of the Act. An Owner shall only be entitled to the Exclusive Use Areas allocated pursuant to these Bylaws while such Owner is the Owner of a Unit and such entitlements are immediately terminated upon an Owner ceasing to be the Owner of a Unit or upon the entitlement of a Unit or an Owner to such Exclusive Use Areas being terminated pursuant to these Bylaws.
- 6.8 An Owner shall not sell, transfer or assign, or attempt to sell, transfer or assign, the Exclusive Use Areas that have been allocated to an Owner's Unit.
- 6.9 The Corporation and its servants and agents shall, notwithstanding the grant of an Exclusive Use Area to any Owner, have and enjoy full and free right at any and all times from time to time to enter upon, pass and repass over and occupy any and all parts of an Exclusive Use Area for the purposes of carrying out any of the duties or functions of the Corporation and the Corporation shall have unlimited rights of ingress and egress over the same.

SECTION 7 - EASEMENTS

Implied Easements

- 7.1 There shall be implied in respect of each Unit shown on the Condominium Plan:
- 7.1.1 in favour of the Owner of a Unit, and as appurtenant to the Unit, an easement for subjacent and lateral support of the premises and Unit by the Common Property and by every other premises or Unit capable of affording support;
 - 7.1.2 in favour of the Owner of a Unit, and as appurtenant to the Unit, an easement for the shelter of the premises and Unit by every other premises or Unit capable of affording shelter;
 - 7.1.3 in favour of the Owner of a Unit, and as appurtenant to the Unit, easements for access and for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio, cable and television services, through or by means of any pipes, wires, cables or ducts

for the time being in the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with enjoyment of the premises or any Unit;

- 7.1.4 as against the Owner of a Unit, an easement to which the Unit is subject, for the subjacent and lateral support of the Common Property and of every other premises or Unit capable of enjoying support;
 - 7.1.5 as against the Owner of a Unit an easement, to which the Unit is subject to provide shelter to every other premises or Unit capable of enjoying shelter;
 - 7.1.6 as against the Owner of a Unit, easements, to which the Unit is subject for access and the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio, cable and television services, through or by means of any pipes, wires, cables or ducts for the time being existing within the premises or Unit, as appurtenant to the Common Property and also to every other premises or any Unit capable of enjoying those easements;
 - 7.1.7 in favour of the Owner of a Unit, and as appurtenant to the Unit, unimpeded and unrestricted access over and through the Common Property to and from the Unit; provided always that such right of access shall not be over and through any portion of the Common Property that has been allocated to another Unit as an Exclusive Use Area or granted to another Owner of a Unit as an Exclusive Use Area by the Condominium Corporation pursuant to these Bylaws;
 - 7.1.8 in favour of the Owner of a Unit, and as appurtenant to the Unit, unimpeded and unrestricted pedestrian and vehicular access over and through the Common Property to and from any parking space allocated to the Unit, provided that such right of access shall not be over or through any portion of the Common Property that has been allocated to another Unit as an Exclusive Use Area or granted to another Owner of a Unit as an Exclusive Use Area pursuant to these By-laws.
- 7.2 When an easement is implied by these Bylaws, the Owner of any utility service providing service to the Parcel, or to any Unit on it, is entitled to the benefit of any such easements that are appropriate to the proper provision of that service, but not to the exclusion of the Owner of any other utility service. The provisions of these Bylaws are in addition to and not in substitution for the provisions of sections 22 through 24 of the Act.

SECTION 8 - DUTIES OF THE OWNERS

Duties of Owners

- 8.1 Each Owner shall:
 - 8.1.1 permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours notice (except in case of emergency when no notice is required), to enter the Unit for the purpose of:

- 8.1.1.1 inspecting the Unit and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities;
- 8.1.1.2 maintaining, repairing or renewing the Common Property;
- 8.1.1.3 ensuring that these Bylaws are being observed;
- 8.1.1.4 doing any work for the benefit of the Corporation generally; or
- 8.1.1.5 gaining access to meters monitoring the use of any utility.

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner;

- 8.1.2 carry out all work that may be required pursuant to these Bylaws or ordered by any municipality or public authority in respect of the Unit;
 - 8.1.3 pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
 - 8.1.4 repair, maintain, and replace (as necessary) the following:
 - 8.1.4.1 the interior of the Unit;
 - 8.1.4.2 the electrical and plumbing fixtures in the Unit and any blockage in the plumbing lines in the Unit;
 - 8.1.4.3 broken glass in any windows or patio doors that are accessible to the occupant;
 - 8.1.4.4 all structural components and hardware relating to interior doors;
 - 8.1.4.5 doorbell buttons, doorknobs and locks;
 - 8.1.4.6 light bulbs located in any Exclusive Use Area allocated to the Unit;
 - 8.1.4.7 any thermostat and any ceiling-mounted or internally or externally placed air conditioning equipment that provides cooled air to the Unit;
- but shall not be responsible for the following:
- 8.1.4.8 painting of the exterior surface or finishing of any windows or access doors and all other outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accouterments affecting the appearance, usability, value or safety of the Unit;

- 8.1.4.9 such maintenance, repairs and damages as are insured against the Corporation for which the Corporation is responsible pursuant to these Bylaws;
- 8.1.5 not paint nor make any changes, additions or alterations to the exterior of the Unit or the building (including interior and exterior load-bearing or partition walls) of which the Unit forms a part or to the mechanical systems within the Unit (including, without limitation, plumbing, heating, venting and electrical systems) without first obtaining written consent of the Board;
- 8.1.6 use and enjoy the Common Property and the Owner's Exclusive Use Areas, if any, in accordance with 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 their guests;
- 8.1.7 not use the Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not);
- 8.1.8 notify the Corporation of any change of ownership or of any mortgage, lease or other dealing in connection with the Unit;
- 8.1.9 comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all occupiers of and visitors to the Unit to similarly comply;
- 8.1.10 pay to the Corporation (or, if requested, to the Manager) when due all contributions levied or assessed against the Unit together with interest on any arrears thereof at the Interest Rate calculated from the date due;
- 8.1.11 pay to the Corporation all legal expenses, on a solicitor-client and full indemnity basis, incurred as a result of the Corporation having to take proceedings to enforce these Bylaws or any rules and regulations prescribed by the Corporation or in collection of any Common Expenses levied or assessed against the Unit;
- 8.1.12 allow the Corporation entry to the Unit in the event of an emergency, for the purposes of protecting the property of other Owners or occupiers and the property of the Corporation, and, in the event that the Unit is so entered, the Owner shall save harmless and indemnify the Corporation, its agents and employees from any claims arising from such entry;
- 8.1.13 upon the request of the Corporation, obtain from any tenant a written undertaking to the following effect:

I, _____, covenant and agree that I will, in using the Unit rented to me, any Exclusive Use Areas related to the Unit and all the Common Property, comply with the Condominium Property Act, the Bylaws and all rules and regulations of the Condominium Corporation during the term of my tenancy;

- 8.1.14 keep in a clean and sightly condition any Exclusive Use Area (including any plants or landscaping therein) located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use under these Bylaws and the Owner shall maintain such Exclusive Use Area to a standard similar to the remaining Common Property;
- 8.1.15 if an Owner wishes the Corporation to respond to any suggestions, questions or complaints, the Owner shall deliver written notice to the Manager or a Board member. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Board or to the Manager;
- 8.1.16 deposit with the Corporation, if requested, twelve (12) duly executed post-dated cheques or monthly bank debit, as directed by the Corporation, for payment of duly assessed Condominium contributions.

SECTION 9 - USE AND OCCUPANCY RESTRICTIONS

Restrictions

- 9.1 An Owner shall not:
- 9.1.1 use the Unit or any part thereof for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such Unit without the prior written approval of the Board;
- 9.1.2 make or permit noise within or about any Unit or the Common Property or allow any odour to emanate or escape from the Unit, which in the opinion of the Board constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or device shall be used within a Unit that, in the opinion of the Board, causes a disturbance or interferes with the comfort of other Owners. No Owner, workman or contractor shall be permitted to do any work in the Unit that would disturb any other residents between the hours of 7:00 p.m. and 9:00 a.m. without the prior written consent of the Board;
- 9.1.3 keep or allow any animal or pet of any kind to be within the Unit or on the Common Property without prior approval in writing of the Board, which shall not be unreasonably withheld. All animals or pets approved must be kept under control and in the custody of a responsible person at all times. All animals or pets shall be leashed when outside of the Unit and shall not be permitted to defecate on any landscaped area of the Project. Any applicable municipal bylaws in effect in the City of Lethbridge with regard to pets at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce such bylaws on the Common Property;
- 9.1.4 use or permit the use of a Unit other than as a single family dwelling and for residential purposes;

- 9.1.5 permit the Unit to be occupied as a place of residence by more than five (5) persons at any given time without the consent in writing of the Board;
- 9.1.6 do or permit anything to be done, or alter or permit to be altered the Unit in any manner that may alter the exterior appearance of the structure comprising it or any other Units without the prior written approval of the Board;
- 9.1.7 permit laundry to be hung outside of the Unit;
- 9.1.8 erect or place any building, structure, tent, trailer, or recreational vehicle, with or without living, sleeping or eating accommodation, on the Unit, the Common Property or on any Exclusive Use Area without the prior written approval of the Board;
- 9.1.9 permit, erect or hang over or cause to be erected or to remain outside any window or door or visible from the outside of any part of the Unit or on the Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing 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, except as approved by the Board;
- 9.1.10 overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials (with the exception of ordinary cleaning and related household goods) on the Unit or on the Common Property;
- 9.1.11 do or permit anything to be done within the Unit or upon the Common Property or the real or personal property of the Corporation, or fail to do any act or thing that tends to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation or other Owners;
- 9.1.12 use the Unit for any purpose that may be illegal or injurious to the reputation of the Project;
- 9.1.13 do or permit anything to be done by any Occupant of the Unit within the Unit, or the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority;
- 9.1.14 do or permit anything to be done, including the placement of chairs, tables, children's play structures, devices or toys or other objects, that may cause damage, to trees, plants, bushes, flowers or lawns on the grounds of the Common Property or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- 9.1.15 deposit customary household refuse and garbage outside the Unit other than in proper secure garbage bags placed in the garbage containers or enclosures provided by the Corporation. All bulk waste items, such as discarded household furnishings that the

municipality does not normally collect shall be removed from the Project by the Owner at the Owner's sole cost and expense;

- 9.1.16 erect, place, allow, keep or display signs, billboards, advertising matter, realtor lock boxes or other notices of any kind on the Common Property or in or about the Unit in any manner that may make the same visible from the outside of the Unit without the prior written approval of the Board;
- 9.1.17 permit any person to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- 9.1.18 With respect to motor vehicles:
 - 9.1.18.1 violate any rules passed by the Board with respect to enforcement under paragraph 10.3;
 - 9.1.18.2 wash motor vehicles in such a manner that will cause nuisance or annoyance to other Owners or the Project;
 - 9.1.18.3 carry out any repairs, maintenance or adjustments to motor vehicles on the Project;
 - 9.1.18.4 bring onto the Project any vehicles other than operational private passenger automobiles, ½ ton trucks or sport utility vehicles without the prior written approval of the Board;
 - 9.1.18.5 allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, golf carts or any type of motor home or recreational vehicle or equipment to be parked or stored on or outside the Unit (other than for loading or unloading not to exceed 48 hours in duration), without the prior written approval of the Board;
 - 9.1.18.6 keep on the Parcel any private passenger automobile that is not currently licensed, in operating condition and being used from day to day without the prior written approval of the Board;
 - 9.1.18.7 drive any motor vehicle on the Parcel at a speed in excess of 15 kilometres per hour or in any other manner that the Board, in its sole discretion, deems hazardous or dangerous; or
 - 9.1.18.8 allow a visitor to the Unit to park his motor vehicle anywhere on the Project other than in a stall designated by the Board for visitor parking.
- 9.1.19 obstruct, or permit his employees, contractors, servants, agents, customers, licensees or invitees to obstruct Common Areas any including any stairways, hallways, driveways or parking areas;

- 9.1.20 shake mops or dusters of any kind or throw anything out of windows of the Unit or on the Common Property;
- 9.1.21 allow the Unit, or any Exclusive Use Area assigned to the Owner to become unsanitary or unsightly in appearance;
- 9.1.22 make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the Unit or any structural alterations to be made to the outer boundary of a Unit including any load-bearing or partition wall or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
- 9.1.23 use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- 9.1.24 allow the area around the Unit to become untidy. The Board shall be at liberty to remove any rubbish or clean up a Unit or the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- 9.1.25 use the deck or patio or other areas outside of the Unit for the storage of personal belongings or other goods or chattels (except patio furniture and a barbecue) or allow or cause any household or personal effects or articles to be kept anywhere except inside the Unit when not in actual use and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, including bicycles and like things belonging to an Owner's household, be put away inside the Unit when not in actual use;
- 9.1.26 prevent or prohibit access to and use of the exterior water taps or electrical plugs on the Unit for purposes of maintaining Common Property;
- 9.1.27 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, operating machinery or any other parts of the Common Property used for the case, maintenance or operation of the Project generally;
- 9.1.28 use foil, flags or other material on any window;
- 9.1.29 feed or harbour pigeons, gulls or other birds from the deck or windows of the Unit or anywhere on the Common Property;
- 9.1.30 render a Unit unfit for human habitation;

- 9.1.31 do or permit anything to create, produce or manufacture any hazardous substances, even where the creation, production or manufacture of hazardous substances in the Unit has been permitted or allowed by any governmental authority having jurisdiction;
- 9.1.32 do or permit anything to create, produce or cause any fungi, even where the activity creating, producing or causing such fungi has been permitted or allowed by any governmental authority having jurisdiction. For the purposes of these Bylaws, "fungi" includes, but is not limited to, any form or type of mould or yeast, whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores ("spores" includes, but is not limited to, any reproductive particles or microscopic fragment produced by, emitted from or arising out of any fungi) or resultant microtoxins, allergens or pathogens;
- 9.1.33 move furniture into or out of the Unit except in such times as may be established by the Board so as to cause the least possible disturbance to other Owners;
- 9.1.34 use a solid fueled barbecue on any Unit balcony or patio; or
- 9.1.35 conduct an auction sale or any type of "garage sale" in the Unit or anywhere on the Common Property without the prior written approval of the Board.

Occupants

- 9.2 An Owner shall ensure that all persons with whom it is connected, including Occupants, Tenants, and guests, comply with all requirements in paragraph 10.1.

Common Property Restrictions

- 9.3 Notwithstanding any provision to the contrary contained in these Bylaws, the Common Property, or any portion of the same, shall not be used for a roadway, for driving, for parking, or for the purposes of creating any exclusive use. For the purpose of these Bylaws, "Exclusive Use Area" means an area that has been set aside or created for the use, benefit or enjoyment of one or more Owners or Occupants or any other party or parties to the exclusion or detriment of the remaining Owners or Occupants.

SECTION 10 - LEASING OF UNITS

Condition

- 10.1 The Owner may lease its Unit, provided that the Owner provides to the Corporation a declaration, in a form satisfactory to the Corporation, signed by the Lessee or Occupant that said Lessee or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation.

Joint & Several Liability

- 10.2 Notwithstanding that a Unit has been leased, the Owner shall not be released of any obligations under these Bylaws and the Owner shall be jointly and severally liable with the Lessee or Occupant with respect to all such obligations.

Powers of Corporation

10.3 The Corporation is authorized to:

- 10.3.1 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 Board of its use;
- 10.3.2 give notices to give up possession of Units under section 54 of the Act; and
- 10.3.3 if requested by the Board, make application to the Court under sections 55 and 56 of the Act.

No Liability of Tenant for Common Expenses

10.4 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 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 rental payment made to the Owner. The Tenant is not liable to the Corporation for any amount in excess of the rental payment.

SECTION 11 - VISITOR PARKING

- 11.1 Subject to parking in the Project that is allocated to Owners as an Exclusive Use Area pursuant to paragraph 6.1.2, the Corporation shall have the exclusive authority and discretion to allocate portions of the Common Property as visitor parking and shall have the right to regulate, specify and limit the nature and extent of the use or uses of such visitor parking. Such visitor parking shall only be used in accordance with and subject to such Bylaws, rules and regulations enacted by the Corporation from time to time.
- 11.2 An Occupant of a Unit shall not be entitled to use any portion of the parking areas designated by the Corporation as visitor parking. For the purpose of determining whether or not a person is deemed to be an Occupant of a Unit and is, therefore, denied the use or access to visitor parking, for the purpose of this Bylaw, an Occupant of a Unit means a person with a regular and ordinary presence in the Unit, whether or not the person is frequently absent by reason of employment or ill health, and, accordingly, a person shall be deemed to be an occupant of a Unit if such person's occupation of such Unit exceeds thirty (30) consecutive days or a cumulative total of sixty (60) days (which do not have to be consecutive) within the previous one (1) year period.

SECTION 12 - DAMAGE OR DESTRUCTION

Substantial Damage

12.1 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%) or more of the replacement value of all the Units and Common Property immediately prior to the occurrence. Prior to making any determination, the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial

damage has or has not occurred. If there has been substantial damage, the Board shall convene an extraordinary general meeting and give at least ten (10) days' notice to all registered mortgagees.

Repair & Restoration

- 12.2 Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within three (3) months 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 Unit Owners for such deficiency as part of the Common Expenses;

Termination

- 12.3 Where there has been substantial damage and the Owners resolve by Special Resolution within three (3) months after the damage or destruction not to repair, the Board shall, on behalf of the Owners, make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act and each of the Owners shall be deemed to consent to such application. Upon termination of condominium status:

12.3.1 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

12.3.2 the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.

Limitation of Liability

- 12.4 The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature in or upon any Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner;
- 12.5 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 by the Corporation;

Entry into Units

- 12.6 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, and capable of being used in connection with the enjoyment of any other Unit or the Common Property, 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.

Indemnification

- 12.7 An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by his act or omission or by that of any member of his family or his or their guest, servants, agents, invitees, licensees or Tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

SECTION 13 - INSURANCE

Coverage by Corporation

- 13.1 The Board shall, on behalf of the Corporation, obtain and maintain, subject to the Act and in particular section 47 thereof, the following insurance:
- 13.1.1 fire insurance with extended coverage endorsement for such perils as stipulated in the Act and such perils as the Board shall deem advisable insuring all of the insurable Common Property and all insurable property of the Corporation, both real and personal of any nature whatsoever. The Board shall insure the interests of, and include as named insureds, all Owners from time to time; all mortgagees who have given written notice to the Corporation, the Corporation, and the Board (all of the foregoing parties are hereinafter collectively called the "Insureds") as their respective interests may appear;
 - 13.1.2 boiler and vessel insurance, if any boilers or vessels exist;
 - 13.1.3 commercial general 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 Units. Such insurance shall be in an amount not less than two million (\$2,000,000.00) dollars inclusive for bodily injury and/or property damage per occurrence;
 - 13.1.4 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 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 being or having been a 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 wrongful act done or attempted in bad faith or dishonesty;
 - 13.1.5 such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution;
- 13.2 The Corporation shall not be required or have any duty to insure the interests of Owners, Tenants or Occupiers against liability or the interests of Owners, Tenants or Occupiers.

- 13.3 Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
- 13.4 A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board or by the Manager on its behalf as soon as practical to each of the Insureds upon written request and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The master policy of all insurance coverage shall be retained by the Corporation in its offices and shall be available for inspection by any and all of the Insureds upon reasonable request;
- 13.5 Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation;
- 13.6 In the event an Owner incurs or suffers damage or loss to the Unit that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by such Owner, its employees, contractors, customers, servants, agents, licensees, invitees or Tenants, and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

Coverage by Owners

- 13.7 The Owners may, and upon written request of any mortgagee shall, carry insurance on their own as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner and provided further that neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants against liability or the interests of tenants or Owners for their improvements and betterments, trade fixtures, furnishing, personal property or any other property. The insuring of any the foregoing within a Unit is the sole responsibility of the Owner, tenant or occupier of the Unit and they shall not require the Corporation or the Board to repair any damage to any of the same however caused.

SECTION 14 - VIOLATION OF BYLAWS

General Powers

- 14.1 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, its servants, agents, licensees, invitees, Occupants or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the

Corporation, including costs as between a solicitor-client on a full indemnity 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 for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgement at the Interest Rate until paid.

Court Action

- 14.2 In addition, the Corporation may also recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, its servants, agents, licensees, invitees, Occupants or Tenants that violates these Bylaws or any rules or regulations under these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgement, all costs of such action including costs as between a solicitor-client on a full indemnity 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 its rights and the exercise of its remedies.

Fines

- 14.3 In addition to all other powers, the Corporation may also exercise the powers provided for in section 35 and section 36 of the Act, and, accordingly, if the Board determines that a breach or violation of any bylaw or of any rules or regulations established pursuant to these Bylaws has occurred or is occurring, the Board may impose a penalty by fine as follows:
- 14.3.1 for a first breach or infraction by an Owner (or its servants, agents, licensees, invitees, Occupants or Tenants), the Board may impose a penalty by fine on such Owner in the amount of fifty (\$50.00) dollars to ten thousand (\$10,000.00) dollars;
 - 14.3.2 for a second breach or infraction of a bylaw by an Owner (or its servants, agents, licensees, invitees, Occupants or Tenants), the Board may impose a penalty by fine on such Owner in the amount of one hundred (\$100.00) dollars to ten thousand (\$10,000.00) dollars;
 - 14.3.3 for a third (or more) breach or infraction of a bylaw by an Owner (or its servants, agents, licensees, invitees, Occupants or Tenants), the Board may impose a penalty by fine on such Owner in the amount of two hundred (\$200.00) dollars to ten thousand (\$10,000.00) dollars;
 - 14.3.4 if the breach or infraction of a bylaw by an Owner ((or its servants, agents, licensees, invitees, Occupants or Tenants) is, in the determination of the Board a continuous infraction or violation of the bylaw, each day of a continuing breach shall be deemed a contravention of a bylaw and the Board may impose a penalty by fine on such Owner in the amount of fifty (\$50.00) dollars per day to ten thousand (\$10,000.00) dollars in aggregate;
 - 14.3.5 All fines shall be payable immediately by an Owner.

- 14.4 An Owner aggrieved by a fine levied pursuant to Bylaw 43(c) may appeal the actions of the Board to an extraordinary general meeting of the Owners convened in the manner specified by these Bylaws:

Appeals

- 14.5 An owner may appeal any decision of the Board with respect to violation of these Bylaws within ten (10) days of receipt of a written notice from the Board specifying the violation and the amount of any fine imposed. All appeals shall be heard by the Owners at an extraordinary general meeting.
- 14.6 The Owners convened in an extraordinary general meeting may rescind, amend or confirm the actions of the Board, and, in so doing, may inquire into all the circumstances of the alleged breach, its rectifications, any fine levied or assessable, the collection or forgiveness of any fine, and generally, to act in their discretion to uphold the bylaws.
- 14.7 The appeal to the Owners shall be conducted according to rules of natural justice. No error in procedure shall operate so as to nullify the proceedings unless the error is sufficiently grave so to prejudice the rights of all or any one of the Owners.

SECTION 15 - DEFAULT IN PAYMENT OF ASSESSMENTS

Lien to Corporation

- 15.1 The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, 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, 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, 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-client basis (on a full indemnity basis) from such defaulting Owner.

Lien to Other Owners

- 15.2 Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, 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, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in

respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of these Bylaws.

Non-Waiver

- 15.3 Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, 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 therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same.

Notice of Other Parties

- 15.4 In the event of any contribution, assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation.

Acceleration

- 15.5 In the event of any contribution, assessment against 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, 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, instalments and payments shall become payable on and as of the date of the said notice, provided that no such acceleration shall affect the interests of or be binding upon any registered mortgagee.

Enforcement Costs

- 15.6 All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (including costs on a solicitor-client basis and on a full indemnity basis) in registering and discharging a Caveat which either the Manager or the Corporation expends as a result of any act or omission of an Owner, its agents, licensees, invitees or Tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder to the taking of any remedies to cure any default hereunder, shall constitute a payment due to the Corporation.

SECTION 16 - NON-PROFIT STATUS

Non-Profit Status

- 16.1 The Corporation is not organized for profit. No Owner, Board member, or any other person from whom the Corporation may receive any property or funds shall be lawfully entitled to receive any pecuniary profit from the operations thereof, except for the following:
- 16.1.1 reasonable compensation may be paid to any member of the Board or Owner while acting as agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;

16.1.2 any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation;

16.1.3 members of the Board may receive an annual honorarium, stipend or salary established pursuant to paragraph 4.2.11 .

Distribution of Assets on Termination

16.2 Subject to the provisions of the Act, upon termination of the condominium's 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, subject to the interests of any mortgagees.

SECTION 17 - PRIVACY

Acknowledgement & Grant

17.1 The Corporation shall endeavor to keep an Owner's personal information confidential, provided that all Owners agree and specifically consent to give the Corporation and the Board sole discretion to release any personal information which:

17.1.1 is necessary or required as a matter of law;

17.1.2 the Board is required to give to comply with any law, Bylaw, rule, regulation or enactment;

17.1.3 is required by a court or tribunal of competent authority;

17.1.4 is necessary for the proper operation of the Project and the Corporation;

17.1.5 is necessary or desirable to ensure and enable the Corporation's compliance and performance of these Bylaws; or

17.1.6 is in the best interests of the Corporation.

Legislation

17.2 The Owners hereby give their consent to the release of such information in accordance with these bylaws and such consent shall be deemed to be the consent required under the *Personal Information Protection Act*, S.A. 2003, P-6.5, or any legislation that may replace or be enacted in substitution for such legislation or any other privacy legislation that may be in force and applicable from time to time.

SECTION 18 - MISCELLANEOUS

Indemnification of Third Parties

18.1 The Corporation shall indemnify every Board member, Manager, officer or employee and his or her heirs, personal representatives, successors and assigns against all claims, damages, losses, and costs, including legal costs on a solicitor-client basis, in connection with any action, suit or proceeding to which they may be made a party by reason of his or her acting or

having acted in such position, except as to matters as to which he or she 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 for any illegal act done or attempted in bad faith or dishonesty.

18.2 The Corporation shall obtain and maintain insurance for any liability incurred by a member of the Board or an officer of the Corporation as required under section 47(7) of the Act, but the Corporation shall not be obligated to indemnify any Board member, Manager, officer or employee and his or her heirs, personal representatives, successors and assigns against liabilities referenced in paragraph 19.1 in the event that the insurance placed and maintained by the Corporation under section 47(7) of the Act fully indemnifies and reimburses such member of the Board, Manager, officer or employee for any such liability suffered or incurred or any portion thereof.

18.3 All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that all such persons be bonded by a recognized bonding institution, the cost of such bonding to constitute a Common Expense of the Corporation.

Extension of Rights

18.4 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.

Non-Restriction

18.5 The rights and remedies of the Corporation as set forth in these Bylaws are supplemental to and not in substitution for any other rights or remedies that the Corporation may have under these Bylaws, the Act and the Regulations under the Act, at law or at equity, or otherwise. The Corporation may exercise, employ or pursue its rights and remedies under these Bylaws, including, without limitation, any of its rights and remedies under these Bylaws, including, without limitation, the rights and remedies under these Bylaws, either selectively, cumulatively or consecutively, and the election by the Corporation to pursue or employ any one right or remedy or to pursue or employ several rights or remedies together shall not constitute an election by the Corporation to abandon any of its other rights or remedies, none of which are waived by the Corporation.

Notices of Meetings

18.6 Notice shall be well and sufficiently given if sent by pre-paid mail to the Owner at the address of the Unit or other known address or if left with an adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan, or to a mortgagee at its address supplied to the Corporation. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. 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.

18.7 Any notice given by post shall be deemed to have been sent and received forty eight (48) hours after it is posted. In computing the number of the days of notice required under these Bylaws, the day on which the notice is deemed to have been received and the date of the meeting shall be counted.

18.8 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.

Participation at Meetings

18.9 Attendance at any meeting may be in person or by way of electronic means, provided that any person participating by electronic means is capable of full participation.

18.10 Any person may participate in a meeting by proxy. A proxy need not be an Owner. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting.

Severability

18.11 The provisions of these Bylaws shall be deemed independent and severable, and the invalidity in whole or in part of any article, section, part, or provision herein, shall not affect the validity of the whole or remaining articles, parts, sections or provisions herein contained, which shall continue in full force and effect as if the invalid portion had never been included herein.

Amendment of Bylaws

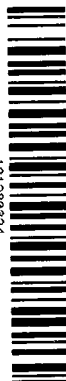
18.12 These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed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

Amendment of Act

18.13 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.

Conflict

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



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