

# **ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE**

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Form 3  
**CONDOMINIUM PROPERTY ACT**  
**SECTION 32**

**NOTICE OF CHANGE OF BYLAWS**

CONDOMINIUM CORPORATION NO. 0510330 hereby certifies that, by a Special Resolution passed on February 8, 2005, the Bylaws of the Corporation were added to, amended or repealed as follows:

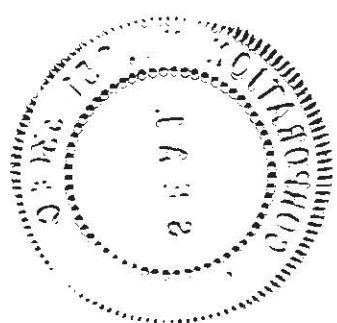
1. The Bylaws of the Condominium Corporation, as provided in Section 33 of the *Condominium Property Act* (Alberta), are repealed and replaced with the Bylaws set out in the attached Schedule "A".

The seal of CONDOMINIUM CORPORATION NO. 0510330 was affixed on February 8, 2005 in the presence of RUSSELL RASLASK.

CONDOMINIUM CORPORATION NO. 0510330

Per:   
Director

(C/S)



Schedule "A"

**BYLAWS**  
**CONDOMINIUM CORPORATION NO. 0510330**

*WILSON HEIGHTS CONDOMINIUM*  
LETHBRIDGE, ALBERTA  
FEBRUARY, 2005

# **WILSON HEIGHTS CONDOMINIUM**

## **BYLAWS - CONDOMINIUM CORPORATION NO. 0510330**

**(IN SUBSTITUTION FOR APPENDIX 1 BYLAWS OF THE CONDOMINIUM PROPERTY ACT)**

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## **PART 1 - DEFINITIONS AND INTERPRETATION**

### **1. Replacement of Existing Bylaws**

These Bylaws are enacted by: Condominium Corporation No. 0510330, to replace the Bylaws set out in Appendix 1 of the *Condominium Property Act* (Alberta).

### **2. Definitions and Interpretation**

#### **2.1 The following definitions apply to all parts of these Bylaws:**

- a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time;
- b) "Board" or "Board of Directors" means the board of directors of the Corporation;
- c) "Buildings" means any building or buildings situated on the Parcel;
- d) "Corporation" means Condominium Corporation No. 0510330;
- e) "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;
- f) "Common Property" means so much of the Parcel which does not comprise a Unit as shown on the Condominium Plan (the structure of the Buildings, the grounds, the Exclusive Use Areas, the Interior Common Areas, etc.);
- g) "Condominium Plan" means the plan registered under the Act as Plan No. 0510330;
- h) "Developer" means Keystone Builders Ltd. or any successor or assign thereof;
- i) "Exclusive Use Areas" means the balconies, patios and parking areas designated as exclusive possession areas on the Condominium Plan;
- j) "Interior Common Areas" means so much of the interior of the Buildings which do not comprise a Unit as shown on the Condominium Plan (the interior corridors, including stairs and entrance vestibules, common storage areas, laundry areas, etc.);
- k) "Occupant" means a person present in an Unit or on the Common Property with the permission of an Owner. Occupant includes Owners and tenants of an Owner;
- l) "One-bedroom Unit" means any one of the following Units intended to be occupied as a residence, as shown on the Condominium Plan, namely: Unit 1, Unit 2, Unit 5, Unit 7, Unit 10, Unit 11, Unit 14, Unit 16, Unit 21, Unit 22, Unit 25, Unit 27, Unit 28, Unit 29, Unit 32, Unit 34, Unit 39, Unit 40, Unit 43, Unit 45, Unit 46, Unit 47, Unit 50 or Unit 52;
- m) "Ordinary Resolution" has the meaning given to it in the Act. Generally, in order to pass, an ordinary resolution must be supported by Owners who collectively hold 51% of the votes;
- n) "Owner" means the registered owner of a Unit or Units;

- o) "Parcel" means the land and Buildings as shown on the Condominium Plan;
- p) "Studio Unit" means any one of the following Units intended to be occupied as a residence, as shown on the Condominium Plan, namely: Unit 6, Unit 15, Unit 26, Unit 33, Unit 44 or Unit 51;
- q) "Special Resolution" has the meaning given to it in the Act. Generally, in order to pass, a special resolution must be supported by 75% of the Owners who collectively hold 75% of the votes;
- r) "Two-bedroom Unit" means any one of the following Units intended to be occupied as a residence, as shown on the Condominium Plan, namely: Unit 3, Unit 4, Unit 8, Unit 9, Unit 12, Unit 13, Unit 17, Unit 18, Unit 19, Unit 20, Unit 23, Unit 24, Unit 30, Unit 31, Unit 35, Unit 36, Unit 37, Unit 38, Unit 41, Unit 42, Unit 48, Unit 49, Unit 53 or Unit 54;
- s) "Unit" means the area shown on the Condominium Plan as a unit which does not comprise the Common Property.

2.2 Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the Act or in the *Land Titles Act* (Alberta) have the same meaning in these Bylaws.

2.3 The rights and obligations given or imposed by these Bylaws are in addition to the rights and obligations given or imposed by the Act.

2.4 All reference to the Act or other laws shall be read so as to include applicable amendments and substitute legislation.

2.5 Wherever these Bylaws conflict with the Act, the Act prevails.

2.6 These Bylaws are to be read with all the changes in number and gender required by the context (eg: "he" can mean "he", "she" or "they", depending on whether the paragraph applies to a man, a woman, or a group).

2.7 The headings in these Bylaws are inserted only for convenience of reference.

## **PART II - THE CONDOMINIUM CORPORATION**

### **3. Duties of the Corporation**

The Corporation has the exclusive right and obligation to:

- a) enforce these Bylaws;
- b) control, manage and administer the Common Property for the benefit of all the Owners and the Corporation;
- c) place and maintain insurance in accordance with the Act and the regulations. Generally, the insurance will include:

- i) replacement cost insurance on the Buildings;
- ii) coverage for potential liability of the Corporation to third parties;
- iii) coverage for potential liability of Board members.

d) maintain all Common Property within the Parcel. More specifically, the Corporation's maintenance obligations include:

- i) fertilizing, watering and mowing lawns;
- ii) removing ice and snow from all roadways, sidewalks and parking areas, within a reasonable time after they accumulate;
- iii) repairing or replacing any pipes, wires, cables, ducts etc., unless such items are solely for the enjoyment of one Unit;
- iv) arranging for garbage collection for all Units;
- v) maintaining the parking areas;
- vi) maintaining all Common Property outside of the Buildings, including roofs, stucco and exterior doors and windows;
- vii) providing and maintaining reasonable outside lighting and sprinkler systems;
- viii) maintaining all fencing, decks, patios, balconies, driveways, sidewalks, etc.;

e) operate and maintain all Interior Common Areas within the Buildings;

f) keep copies of all warranties, guarantees, drawings, specifications, plans, written agreements, certificates and approvals relating to the Parcel;

g) carry out any other duties which the Act imposes on the Corporation.

#### **4. Powers of the Corporation**

The Corporation has all the powers it requires in order to carry out its duties. For example, the Corporation may:

- a) acquire or dispose of personal property (such as maintenance equipment, furniture, artwork, etc.) and interests in land, provided that land shall only be acquired or disposed of by Special Resolution of the Corporation;
- b) borrow money and grant such security as may be required to ensure repayment of the loan;
- c) permit an Owner or Owners to exercise exclusive possession in respect of any area or areas of the Common Property, including Exclusive Use Areas or Interior Common Areas;
- d) enter into an agreement respecting the provision of amenities or services to an Owner or an Occupant of an Unit;

- e) do all things reasonably necessary to enforce the Bylaws and any rules passed pursuant to these Bylaws;
- f) enter into management agreements and recreational agreements;
- g) levy fines, not exceeding \$200.00 per infraction, for the contravention of any Bylaw;
- h) enforce the provisions of any restrictive covenant registered against the Parcel or any Unit which benefits the Corporation or any Owner;
- i) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these Bylaws;
- j) adopt policies and/or rules concerning various matters of common concern to the Occupants, such as:
  - i) the rental of Units to tenants. Such rules may include the imposition of damage deposits, a requirement that tenant sign an undertaking to be bound by the Bylaws, procedures for giving tenants notice to vacate, and any other rules which the Corporation could reasonably make to protect the lifestyle of Occupants in the Parcel;
  - ii) Occupants' use of Interior Common Areas and Exclusive Use Areas;
  - iii) changes to Units which have a significant impact on Occupants of other Units;
- k) do such other things as are necessary to accomplish the things the Corporation is permitted or required to do by the Act or these Bylaws.

## 5. The Board of Directors

- 5.1 Until the Developer has transferred ownership of 75% of the Units or the first annual general meeting of the Owners, whichever shall last occur, the Board of Directors shall consist of one (1) nominee of the Developer. Thereafter, the Corporation shall have a Board of Directors consisting of not less than two (2) and not more than seven (7) members.
- 5.2 At an election of members of the Board, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the Board.
- 5.3 A person need not be an Owner to be elected to the Board.
- 5.4 Only one Occupant of an Unit may sit on the Board at one time.
- 5.5 An Owner whose condominium fees are more than thirty (30) days in arrears is not eligible to be nominated for election to the Board.

## 6. Term of Office

- 6.1 Board members are elected for a one (1) year term. In other words, Board members elected at an annual general meeting hold office until the conclusion of the annual general meeting held in year after they were elected to the Board.

- 6.2 The Owners may, by special resolution at a general meeting, remove any member of the Board before his term of office expires.
- 6.3 Upon prior written notice to the Board member affected, the Board may declare that the office of the member is vacated if the member:
  - a) becomes bankrupt under the *Bankruptcy Act (Canada)*;
  - b) becomes mentally incompetent;
  - c) is more than sixty (60) days in arrears in payment of any contribution required to be made by him as an owner;
  - d) is absent from three (3) consecutive meetings of the Board without permission of the Board.

## 7. Vacancies on the Board

If a vacancy occurs on the Board, the Board may appoint another qualified person to fill the vacancy for the remainder of the former member's term.

## 8. Officers of the Corporation

- 8.1 The Board shall designate, from its members, a President, a Vice-President, a Secretary and a Treasurer. In addition to any specific duties which the Board assigns to them, the officers of the Corporation shall have the following duties:
  - a) The President is responsible for the daily execution of the business of the Corporation. He acts pursuant to the resolutions of the Board, or by its subsequent ratification. The President is also responsible for chairing Board meetings and annual general meetings.
  - b) The Vice-President shall assist the President and replace him from time to time if he is absent or unable to carry out his duties;
  - c) The Secretary shall record and maintain the minutes of the Board meetings and shall be responsible for all the correspondence of the Corporation.
  - d) The Treasurer shall, in conjunction with the property manager:
    - i) receive all money paid to the Corporation and deposit it as the Board may direct;
    - ii) properly account for the funds of the Corporation and keep such books as the Board may direct;
    - iii) when directed to do so by the Board, present a detailed accounting of receipts and disbursements of the Corporation, and
    - iv) prepare financial statements for the previous fiscal year and a budget for the current fiscal year for submission to the annual general meeting.

- 8.2 A person ceases to be an officer of the Corporation if he ceases to be a member of the Board.

8.3 If 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.

**9. Procedure for Board Meetings**

9.1 The Board shall meet:

- a) at such times and places as the Board directs;
- b) when any member of the Board gives the other members not less than seven (7) days' notice of the meeting, specifying the reason for calling the meeting;
- c) in emergency situations, at the call of the President. In these situations, the President shall use his or her best efforts to ensure that all Board members receive notice of the meeting.

9.2 Generally, Board meetings may be conducted without formal rules of procedure as long as all Board members are given a reasonable chance to participate in the meetings. If a Board member so requests, Board meetings shall follow Robert's Rules of Order.

9.3 A quorum at a Board meeting shall be a majority of the Board members.

9.4 At Board meetings, all matters shall be determined by majority vote. If a vote is tied, the Chair is entitled to a casting vote in addition to his original vote.

**10. Resolutions in Writing**

A written resolution signed by a majority of the members of the Board, has the same effect as a resolution passed at a duly convened meeting of the Board.

**11. Seal of the Corporation**

The Board shall adopt a corporate seal. The Corporation's formal signature consists of the signature(s) of the President or any two (2) Board members, accompanied by the seal.

**12. Signing Authority**

12.1 The Board may prescribe other forms of signature for various types of documents where a formal signature is not required. Examples include:

- a) signing authority for cheques, deposits and other banking documents;
- b) letters issued by the Corporation, in accordance with Board resolutions.

12.2 The Board may authorize a property manager (or other agent) to issue estoppel certificates and replies to information requests, under seal or otherwise.

**13. Duties of the Board**

Generally the Board is responsible for carrying out all the duties of the Corporation. More specifically, the duties of the Board include:

- a) enforcing these Bylaws;
- b) controlling, managing and administering the Corporation's property, including the Common Property;
- c) placing and maintaining the insurance coverages required under the Act and these Bylaws;
- d) adopting a budget (for Common Expenses) and assessing and collecting condominium fees to cover those expenses;
- e) preparing and distributing financial statements;
- f) meeting the requirements of the Act and these Bylaws concerning the capital replacement reserve fund;
- g) providing Owners, purchasers or mortgagees with any information required to be provided under the Act or these Bylaws;
- h) providing notices of meetings to those mortgagees who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights;
- i) filing notices at the Land Titles Office as required under the Act;
- j) calling and holding general meetings.

#### **14. Powers of the Board**

Generally the Board has all the powers it reasonably requires to carry out its duties. More specifically, the Board's powers include:

- a) hiring agents, contractors or employees (including a property manager);
- b) delegating various powers and duties (and revoking such delegations);
- c) charging reasonable fees for providing documents required under the Act or these Bylaws;
- d) establishing rules and policies concerning various issues. All such rules and policies shall have the force of a Bylaw, as long as the policy respects the spirit of these Bylaws;
- e) taking whatever legal steps are required to enforce the Bylaws.

#### **15. Capital Replacement Reserve Fund**

##### **15.1 In accordance with the Act, the Board shall (every 5 years) obtain a "Reserve Fund Report", which:**

- a) lists all the parts of the Common Property which are expected to require replacement or major repairs within twenty-five (25) years;
- b) estimates the cost of those replacements or repairs;

- c). recommends one or more ways of funding the estimated repair/replacement costs.
- 15.2 After receiving the report, the Board shall adopt a "Reserve Fund Plan" which describes how the expected repairs/replacements will be funded.
- 15.3 The Board shall provide each Owner with a copy of the Reserve Fund Plan within a reasonable time after the Plan has been adopted.
- 15.4 As part of its annual financial statements, the Board shall prepare a statement showing the funds flowing in to (and out from) the Capital Replacement Reserve Fund, during the year.

16. **Penalties for Bylaw Contravention**

- 16.1 If the Board determines that a breach of a Bylaw is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no earlier than three (3) days from the date the notice is delivered to the Owner involved.
- 16.2 If the resolution so provides, the Board may impose a fine, not exceeding \$200.00 per infraction, which will be levied if the breach has not been rectified within the time specified in the notice. If the Board intends to levy a fine, the notice alleging the breach shall include a notice to that effect.
- 16.3 If the person alleged to be in breach is a tenant, the notice shall be served on both the tenant and the Owner; and it shall specify whether the Owner, the tenant, or both are liable for payment of the fine.
- 16.4 Each day of a continuing breach shall be deemed to be a separate contravention of a Bylaw.

### **PART III - GENERAL MEETINGS**

17. **Convening of Meeting and Notice**

- 17.1 Each year, the Board shall convene an annual general meeting of the Owners within ninety (90) days after the end of the Corporation's fiscal year.
- 17.2 In addition, the Board may convene a general meeting of the Owners whenever it considers it proper to do so.
- 17.3 On the written request of Owners who collectively hold at least 35% of the voting rights in the Corporation, the Board shall convene a general meeting of the Owners.
- 17.4 Whenever a general meeting is to be convened, the Board shall give each Owner at least seven (7) days' written notice of the meeting. The notice shall state:
  - a) the place, date and time of the meeting,
  - b) the nature of any special business to be discussed at the meeting.
- 17.5 An annual general meeting or a general meeting (or anything done at that meeting) is not invalid by reason only that a person was inadvertently not given a notice of the meeting.

17.6 At any meeting where a Bylaw is to be amended or replaced, the Board shall give each Owner a written copy of the text of the proposed amendment at least seven (7) days before the meeting. The amendment or replacement shall be by Special Resolution.

18. **Quorum**

18.1 Except as otherwise provided in these Bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present (or represented by proxy) at the meeting.

18.2 A quorum for a general meeting is the number of persons whose total votes represents at least 2500 unit factors.

18.3 If a quorum is not present within thirty (30) minutes from the appointed starting time, a general meeting shall stand adjourned to the following week, at the same time and place. At the adjourned meeting, if a quorum is not present within thirty (30) minutes from the appointed starting time, the Owners who are present constitute a quorum for the purpose of that meeting.

19. **Order of Business**

19.1 The order of business at annual general meetings shall be as follows:

- a) call to order by the Chair;
- b) proof of notice of meeting and confirmation of quorum;
- c) reading and disposal of any unapproved minutes;
- d) reports of officers;
- e) election of members of the Board;
- f) unfinished business;
- g) new business;
- h) adjournment.

20. **Manner of Voting**

20.1 Unless a polled vote is demanded, all resolutions shall be decided by a show of hands. The Chair's declaration that a resolution has been carried by show of hands is conclusive proof of that fact, without proof of the number or proportion of votes recorded in favour of (or against) that resolution.

20.2 The Chair of the meeting shall not vote upon a show of hands.

20.3 On a show of hands, each Unit is entitled to one vote.

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

21. **Polling the Vote**

21.1 Any person entitled to vote on a resolution may demand that a poll (i.e. a secret ballot) be taken. A person demanding a poll may also withdraw that demand. Upon the demand being withdrawn, the vote shall be taken by a show of hands.

- 21.2 Polls shall be taken in such a manner as the Chair thinks fit. The result of the poll shall be deemed to be the resolution of the meeting.
- 21.3 On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the Units owned by or mortgaged to them. The results of the poll shall be determined by the totals of unit factors voted for or against the resolution.
- 21.4 If a polled vote is tied, the Chair shall direct a recount. If the vote remains tied, the Chair shall cast a deciding vote, in addition to his or her original vote.

22. **Proxies**

- 22.1 Any person entitled to vote may do so personally or by proxy. On a show of hands, a person carrying another voter's proxy may indicate that he is showing hands for one or more Units.
- 22.2 A proxy instrument must be in writing and signed by the person making the appointment as well as the person being named as the proxy. Proxy instruments may be general or restricted to a particular meeting or issue. A person named as proxy need not be an Owner.
- 22.3 If a corporation owns a Unit, it may appoint a person to vote on its behalf by a proxy instrument, signed by an authorized officer of such corporation.

23. **Restrictions on Voting**

- 23.1 Whenever a mortgagee of an Unit has given the Corporation notice of its mortgage, the Owner involved may exercise his right to vote only when the mortgagee is not present at the meeting, in person or by proxy.
- 23.2 An Owner whose condominium fees are more than fifteen (15) days in arrears is not eligible to vote at a general meeting unless the vote concerns a Special Resolution.

24. **Vote by Co-Owners**

- 24.1 If an Unit is owned by more than one person, each of those co-owners may vote personally or by proxy.
- 24.2 In the case of a vote taken by a show of hands, co-owners are entitled to one vote between them.
- 24.3 In a polled vote, each co-owner is entitled to vote all of the unit factors allocated to the Unit which he or she co-owns. However, if more than one co-owner of the same Unit wishes to vote, each co-owner may vote for that portion of that Unit's unit factors as is proportionate to the co-owner's interest in the Unit. For example, if each of 2 co-owners of a Unit wish to vote, each of them may vote  $\frac{1}{2}$  the unit factors allocated to that Unit.
- 24.4 Any co-owner may demand that a poll be taken.

**25. Resolutions in Writing**

A written resolution, signed by persons who hold enough votes to pass the resolution at a meeting, has the same effect as a resolution passed at meeting.

**PART IV - OCCUPATION AND USE OF UNITS****26. Duties of Owners and Occupants****26.1 Owners and Occupants shall:**

- a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter the Unit for the purpose of:
  - i) inspecting the Unit;
  - ii) maintaining, repairing, or replacing pipes, wires, cables, ducts, or other items which serve more than one Unit;
  - iii) maintaining or replacing Common Property, or
  - iv) ensuring that the Bylaws are being observed.
- b) carry out all work that may be required pursuant to these Bylaws or ordered by any public authority in respect of the Unit;
- c) pay all taxes, charges, assessments and utility bills that may be payable in respect of the Unit;
- d) comply with any rules adopted by the Corporation under these Bylaws;
- e) keep the interior of the Unit in a good state of repair;
- f) notify the Corporation forthwith of:
  - i) any change in ownership or occupation of the Unit,
  - ii) any intention to rent the Unit, or
  - iii) any encumbrances registered against the Unit;
- g) tightly wrap, tie, deposit and otherwise deal with garbage as directed by the Board and by the applicable Bylaws and regulations of the municipality;
- h) comply with all reasonable requests of the Board.

**27. Restrictions on Owners and Occupants**

Except with the written consent of the Board, Owners and Occupants shall not:

- a) use a Unit or the Common Property, including the Interior Common Areas, in a way that unreasonably interferes with the use and enjoyment by other Occupants;

- b) use a Unit or the Common Property in a manner (or for a purpose) that is illegal or that is likely to cause a nuisance or a hazard to other Occupants;
- c) permit his Unit to be occupied as a place of residence by more than: two (2) Occupants, if the Unit is a Studio Unit; three (3) Occupants, if the Unit is a One-bedroom Unit; or, four (4) Occupants, if the Unit is a Two-bedroom Unit. For the purpose of this Bylaw, an Occupant is occupying a Unit as a place of residence if such person is regularly and ordinarily present in that Unit for a period exceeding thirty (30) consecutive days or an accumulated total of sixty (60) days within a three hundred sixty five (365) day period;
- d) make undue noise in the Unit or on the Common Property;
- e) place signs, billboards, notices or advertising matter of any kind on any part of the Common Property, including the Exclusive Use Areas;
- f) attach, erect or fasten any antenna, ariel, satellite dish, etc. to any Unit or Common property, including the Exclusive Use Areas and Interior Common Areas;
- g) do anything that will increase the risk of fire, or result in an increase of any insurance premiums payable by the Corporation;
- h) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it was constructed;
- i) hang or place on the Common Property, including any Exclusive Use Area, anything that the Board considers aesthetically displeasing or offensive;
- j) leave household articles outside the Unit when those articles are not in actual use;
- k) paint, decorate or otherwise affect the portions of the Unit which are required to be maintained by the Corporation;
- l) store combustible materials (gasoline, propane, etc.) anywhere within the Common Property or a Unit unless suitable safety precautions have been taken;
- m) obstruct a sidewalk, walkway, passage, driveway or other such areas;
- n) erect or plant any fence, screen, barrier, awning, shade, partition, tree, shrub or flower unless the improvement is entirely within an Unit;
- o) hold an auction sale, garage sale or any other such sale involving the general public;
- p) make structural, mechanical or electrical changes to an Unit unless the changes do not affect the areas which the Corporation is required to maintain, or any other Unit. All electrical work within the Unit must be performed by a journeyman electrician.

#### PART V - USE OF THE COMMON AREAS

##### 28. Animals

- 28.1 Occupants are not allowed to keep or allow pets (other than birds or fish) in their Units at any time unless approved by the Board, in writing, and the Board may, if such approval has been given,

withdraw such approval on fifteen (15) days notice in the event of a breach of the Act or the Bylaws by the Occupant or his or her pet.

**29. Parking Stalls**

29.1 Except with the written permission of the Board, Occupants may not:

- a) park an oversized motor vehicle (being motor vehicles over 3000 kg.) anywhere on the Common Property or the Exclusive Use Areas (eg: motor homes, recreational vehicles, etc.);
- b) park a motor vehicle which is bigger than the stall in which it is parked;
- c) park (in any stall) a motor vehicle which they know is leaking oil, antifreeze or any other fluid.

29.2 The Board may prescribe rules in relation to the use of parking areas. All persons using those areas shall abide by those rules.

**30. Exclusive Use Areas - Parking Areas**

30.1 The Owner of each Unit has the right to exclusive use and possession of the parking stall which is designated on the Condominium Plan for the exclusive use of that Unit.

30.2 The Board is entitled to adopt reasonable rules concerning Occupants' use of the parking stalls, including:

- a) rules dealing with the appearance of the stalls;
- b) rules dealing with maintenance issues (snow removal, pothole repair, etc.).

**31. Exclusive Use Areas - Balconies and Patios**

31.1 Each Occupant has the right to exclusive use and possession of the balcony or patio which is designated on the Condominium Plan for the exclusive use of that Unit.

31.2 The Board is entitled to adopt reasonable rules concerning Occupants' use of their balconies and patios, including:

- a) rules dealing with the general appearance of balconies and patios;
- b) rules dealing with activities which are likely to affect neighbouring Owners (barbecues, amplified music, etc.);
- c) rules concerning the enclosure of balconies or patios;
- d) rules dealing with plants located on balconies (to prevent damage caused by over-watering, etc.).

32. **Interior Common Areas**

32.1 The Interior Common Areas located in each Building shall be regarded as the "related common property" (as that term defined in the Act) of those Occupants whose Units are located within the respective Buildings (the "Related Units"); Occupants of Related Units have the shared right to the exclusive use and possession of the Interior Common Areas necessarily incidental to and associated with the intended use of the Related Units. For example, the Units designated on the Condominium Plan as Units 1 through 9 are Related Units and each of the Occupants of those Related Units are the only Occupants entitled to right to the use and possession of the Interior Common Areas located in that particular Building.

32.2 The Board is entitled to adopt reasonable rules concerning Occupants' use of the Interior Common Areas, including:

- a) rules dealing with the general use, maintenance and appearance of Interior Common Areas;
- b) rules dealing with the access to and security of Interior Common Areas;
- c) rules prohibiting smoking in Interior Common Areas;
- d) rules dealing with the use of laundry and common storage facilities located in Interior Common Areas.

33. **Structures**

No building or structure shall be erected on the Common Property, except by the Corporation.

34. **Personal Property**

The Corporation is not responsible for any loss of (or damage to) personal property owned by Occupants of Units. Each Occupant is responsible for insuring the contents of his or her Unit.

35. **Sales**

No auction sale or other sale shall be held within the Parcel without the prior written consent of the Board.

**PART VI - COMMON EXPENSES**

36. **Description of Common Expenses**

The Common Expenses of the Corporation shall include the following:

- a) charges for utilities supplied to the Corporation;
- b) the property manager's fees;
- c) the costs of landscaping, maintenance and snow removal;

- d) the costs of maintaining the Common Property as well as any portions of the Units which the Corporation is obligated to maintain;
- e) the cost of placing and maintaining the insurance required by the Act and these Bylaws;
- f) all professional and consulting costs, including without limiting the generality of the foregoing, legal and accounting fees and disbursements;
- g) all other charges which the Corporation incurs in good faith in relation to its obligations under the Act and these Bylaws;
- h) reserves for future maintenance, repairs, replacements and related expenses;
- i) any utility charges which are centrally metered and therefore billed to the Corporation, rather than to individual Owners;
- j) the costs of acquiring equipment which the Board thinks should be acquired in order to carry out its duties.

37. **Assessment of Contributions**

- 36.1 At least thirty (30) days prior to the beginning of each fiscal year, the Board shall prepare a budget, showing:
  - a) an estimate of the Common Expenses that will be incurred during the year;
  - b) a reasonable allowance for contingencies;
  - c) an allowance for any surplus or deficiency anticipated from the past year.
- 36.2 Each year's estimated Common Expenses shall be apportioned and assessed to the Owner's in the proportion that each Owner's unit factors bear to the total of the unit factors in the Parcel, subject, however, to the provisions of Bylaw 39.
- 36.3 If the amounts estimated prove inadequate for any reason (including nonpayment of an Owner's assessed contribution), the Board may levy such further assessments as are required.
- 36.4 Unless the Board directs another method of payment, each Owner shall pay his assessment to the Corporation in equal monthly instalments, due on the first day of each month during the fiscal year for which such assessment is made.
- 36.5 Interest on all assessed contributions in arrears accrues at the rate of 1.5% per month, on a simple basis (being 18% per annum), calculated from the date due until payment is received by the Corporation. The Board may waive or reduce the requirement to pay interest, on a case by case basis, as it sees fit.
- 36.6 If the Board fails to prepare a budget and assess contributions as directed by these Bylaws, the monthly instalments fixed for the preceding year shall continue until new instalments are fixed.

38. **Default**

37.1 The Corporation has the right to recover from any Owner, by an action for debt:

- a) the unpaid amount of any assessment, together with interest and the actual costs incurred by the Corporation (including legal costs and bank charges related to NSF cheques, etc.) in recovering the unpaid assessment;
- b) any costs incurred by the Corporation in performing the Owner's duties as outlined in the Act or these Bylaws;
- c) any other amount which an Owner owes the Corporation.

37.2 The Corporation also has a charge against the estate of the defaulting Owner, for any amounts that the Corporation has the right to recover under these Bylaws. The charge shall be deemed to be an interest in land, and the Corporation may register a caveat in that regard against the title to the defaulting Owner's unit. The Corporation shall not be obliged to discharge the caveat until all arrears, including interest and enforcement costs have been paid.

37.3 No action shall be commenced and no caveat shall be registered until the payment in question is at least fifteen (15) days overdue.

37.4 Any person may pay any unpaid contribution with respect to the Unit after the expiration of fifteen (15) days following the due date for payment by the Owner in default. Upon such payment being made, such paying person shall be subrogated to the Corporation's charge, and shall be entitled to enforce his or her charge in accordance with this provision.

**PART VII - MISCELLANEOUS**

38. **Developer's Use of Property**

38.1 The Developer (and its employees, contractors and agents) shall be entitled to:

- a) use one or more Units owned by it for the purpose of a show home or a sales centre;
- b) erect reasonable signage and pursue all reasonable promotional operations;
- c) have reasonable access to all parts of the Buildings for the purpose of completing unfinished Units, Interior Common Areas and Common Property;
- d) have access to the Common Property at all reasonable hours to display them to prospective purchasers;
- e) refer to this project in its promotional operations.

39. **Unsold Units**

After the first Board has adopted a budget, the Developer will be responsible for paying condominium fees for all unsold Units in proportion to the unit factor allocated to those Units. However, until such time as the Developer has sold 50% of the Units, or, the first annual general meeting of the Owners is held, whichever last occurs, the Corporation shall rebate to the Developer the portion of those condominium fees which relate to the Capital Replacement Reserve Fund.

40. **Severability**

The provisions of the Bylaws are independent and severable. The invalidity of all or part of any shall not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if the invalid portion had never been included.

41. **Amendments to Bylaws**

These Bylaws may be amended or repealed only by Special Resolution of the Corporation.



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CCBL - CHANGE OF BY-LAWS

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