

**BYLAWS OF THE CONDOMINIUM
CORPORATION**

NO. 0213109

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BYLAWS OF THE CONDOMINIUM CORPORATION
NO. 0213109

1. **DEFINITIONS AND APPLICATION**

These Bylaws have been enacted by THE CONDOMINIUM CORPORATION NO. 0213109 to replace all statutory Bylaws set out in the Condominium Property Act, Chapter C-22 of R.S.A. 2000 and amendments thereto.

The following definitions shall apply to each of these Bylaws:

- (a) **"Act"** means the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended, and any statute or statutes which may be passed in substitution thereof.
- (b) **"Board"** means the board of directors elected pursuant to these Bylaws and as provided for in Section 28 of the Act;
- (c) **"Building"** means any building or buildings situated on the Parcel;
- (d) **"Bylaws"** means the Bylaws of the Corporation, as amended from time to time;
- (e) **"Capital Replacement Reserve Fund"** means the fund created for the purposes as outlined in Section 38(1) of the Act;
- (f) **"Common Expenses"** means all expenses incurred in the performance of the objects and duties of the Corporation and in the exercise of the Corporation's powers under the Bylaws and the Act and all other expenses specified as common expenses in these Bylaws;
- (g) **"Common Property"** means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan, and solely for the purposes of these Bylaws, where the context requires also includes a Unit registered in the name of the Corporation;
- (h) **"Condominium Plan"** means the condominium plan registered at the South Alberta Land Registration District and referred to as condominium plan number 0213109;
- (i) **"Corporation"** means the corporation constituted under the Act by the registration of the Condominium Plan whose legal name is Condominium Corporation No. 0213109;
- (j) **"Developer"** means Gemini Property & Land Developments Ltd.;
- (k) **"Insurance Trustee"** means any entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on the ordinary resolution of the Board, whose duties include the receiving, holding and distributing 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;
- (l) **"Interest"** means the rate of interest which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate of the Alberta Treasury Branches plus four (4%) percent, calculated monthly on the earliest date on which any portion of the said monies become due and payable by an Owner;
- (m) **"Manager"** means a person, firm or corporation appointed as manager by the Board;

- (n) **"Managed Property"** means the Common Property and all those portions of the Units where Buildings have not been constructed or placed which, pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain and repair as if the same were Common Property;
- (o) **"Mortgagee"** means the holder of a mortgage registered against the title to one or more Units;
- (p) **"Person"** includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
- (q) **"Ordinary Resolution"** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or
 - (ii) in writing signed a majority of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing more than 50% of the Unit factors for all the Units;
- (r) **"Owner"** means the registered owner or owners, and each of them, of a Unit;
- (s) **"Parcel"** means the land comprised in the Condominium Plan;
"Project" means all of the real and personal property comprising the Parcel, Land, Buildings which constitute the Units and the Common Property.
- (t) **"Special Resolution"** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than seventy-five (75%) percent of all the persons entitled to exercise the powers of voting conferred by the Act or by the Bylaws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units; or
 - (ii) signed by not less than seventy-five (75%) percent of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or by the Bylaws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units;
- (u) **"Unanimous Resolution"** means a resolution:
 - (i) passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the powers of voting conferred by the Act or by the Bylaws, and representing the total Unit Factors for all the Units; or
 - (ii) signed by all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or by the Bylaws;
- (v) **"Unit"** means an area designated as a unit by the Condominium Plan and includes any building or part of a building situated within such area;
- (w) **"Unit Factor"** means the Unit Factor for a Unit as specified or apportioned in accordance with the provisions of the Act.

2. INTERPRETATION

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

3. NUMBER AND GENDER

These Bylaws are to be read with all the changes of number and gender as required by the context, and the word "Owner" or "Owners" shall include any tenant or tenants, occupier or occupiers, employee or employees of that owner's or owners' Unit as the context may require.

4. HEADINGS

The headings in the body of these Bylaws form no part of these Bylaws but shall be deemed to be inserted for the convenience of reference only. In the event of any conflict between these Bylaws and the Act, the Act shall prevail.

5. MISCELLANEOUS PROVISIONS

- (a) 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.
- (b) If there is any conflict between the Bylaws and the Act, the Act shall prevail.
- (c) 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 portions had never been included herein.

6. DUTIES OF OWNERS

An Owner shall:

- (a) 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 in or on his Unit for the purpose of inspecting the Unit and maintaining, repairing, renewing, operating or to ensure the operation of, either or both the Common Property or Managed Property including all party walls, pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities or services in, or under the Unit or for the benefit of the Unit

or capable of being used in connection with the enjoyment of any other Unit for the purpose of maintaining, repairing or replacing Common Property or Managed Property or for the purpose of ensuring that the Bylaws are being observed, or for the purpose of doing any work for the benefit of the Corporation generally or for the purpose of gaining access to meters monitoring the use of any utility. In the event the Corporation must gain access to a Building for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner;

- (b) forthwith carry out all work that may be ordered by any municipal or public authority in respect of his Unit (except such work that is for the benefit of the Parcel or which is within the scope of the duties or powers of the Corporation under these Bylaws);
- (c) repair and maintain and when required replace: the interior of the Building on his Unit and all improvements and additions thereto; all windows, excluding structural parts thereof; all doors and structural components and hardware relating to all doors; his mailbox; his door bell; and all pipes, wires, cables, conduits, plumbing, sewers and lines for utilities within the Building; BUT EXCLUDING the painting of the exterior surface and the roofs and eaves troughs and all other outside hardware and accouterments (except as noted herein) affecting the appearance, use ability, value or safety of the Unit and keep the Unit in a good state of repair. Damage caused by fire, storm, tempest or act of God for which the Condominium Corporation is required to maintain insurance, exempted;
- (d) in applying any window coverings, install, at his own expense, and from time to time properly maintain only fitting drapes or venetian blinds which drapes or blinds or the linings therefore shall be of a color as may be directed by the Board, where visible from the outdoors;
- (e) not paint any of the exterior his Unit or any other exterior improvements of his Unit or any other Unit or the Common Property, or to alter the appearance thereof, or do or permit to be done anything which would alter the appearance of his Unit, any other Unit, or the Common Property without the prior written permission of the Board;
- (f) maintain and keep in a neat, clean and tidy state and appearance, consistent with and in total integrity with the balance of the Project, his Unit and all Buildings, improvements and additions thereon and if an Owners shall not maintain his Unit to a standard similar to that of the remaining Project, the Corporation may give ten (10) days notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work at the

expense of the Owner, which expense may be collected by the Corporation in the manner as set forth in the Act and the Bylaws;

- (g) use and enjoy the Common Property or any property owned by or registered in the name of the Corporation in such a manner so as to not unreasonably interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- (h) not use his Unit or any portion of the Common Property or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will cause any insurance maintained by the Corporation to be canceled or declined, or its premium rates to be increased, or that will cause nuisance or hazard to any occupier of a Unit (whether an Owner or not) or the family of such an occupier without the approval of the Board;
- (i) notify the Corporation forthwith, in writing, upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- (j) comply with and cause all his tenants, family, visitors and other occupants of his Unit to comply with the Bylaws, the Act, and the regulations in force;
- (k) pay to the Corporation when due all levies for Common Expenses assessed against his Unit together with Interest calculated from the due date until payment is made;
- (l) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to enforce his observance of these Bylaws and to collect any levies for Common Expenses assessed against his Unit; and such legal expenses shall be paid on a solicitor and his own client indemnification basis;
- (m) observe all Bylaws and any Rules as may be passed by the Board pertaining to the use of the Common Property, the Managed Property and any other property owned by or registered in the name of the Corporation and comply strictly with the Bylaws;
- (n) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (o) shall put in writing any suggestions, questions or complaints that the Owner may have that he wishes the Board to consider and he shall address the same to the Corporation and put them in an envelope marked to the attention of the Board (the Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation);

- (p) not use the privacy area immediately adjacent to his Unit for the storage of personal belongs or other goods and chattels except those as may be permitted by the Board;
- (q) not to make any repairs, additions or alterations to the Common Property or the Managed Property without first obtaining the written consent of the Corporation;
- (r) not to make any repairs, additions or alterations to the Building, including interior load bearing and partition walls, or to the plumbing, mechanical or electrical systems within the Building or his Unit or the improvements thereon without first obtaining the written consent of the Corporation;
- (s) not to permit anything to be done that may cause damage to or will alter the appearance of any of the Managed Property or the Common Property (including any area to which the Owner has been granted exclusive use) without first obtaining the written consent of the Corporation;
- (t) use only such garbage receptacles on such part of the Common Property as may be designated for his use by the Board.

7. **DUTIES OF THE CORPORATION**

The Corporation shall:

- (a) control, manage, repair, maintain, replace and administer the Common Property, the Managed Property and any property owned by it or registered in the name of the Corporation for the benefit of all the Owners and for the benefit of the Corporation (including the roadway, gateway, sidewalks, curbs, lawns and outdoor lighting);
- (b) do all things required of it by the Act, these Bylaws, and any other resolutions of the Corporation in force from time to time and shall take all reasonable steps it sees fit to uphold these Bylaws;
- (c) maintain and repair (including replacement where reasonably necessary) pipes, wires, cables, ducts, conduits, sprinkler systems, sumps, plumbing, sewers, and other facilities for the furnishing of utilities or services in the Parcel and capable of being used in connection with the enjoyment of more than one Unit, or the Common Property or any Unit registered in the name of the Corporation, however, not within the owner's Building;
- (d) upon written request therefor made by an Owner or Mortgagee or the duly authorized agent of such Owner or Mortgagee, provide such Owner or Mortgagee with either a photocopy or certified copy of all insurance appraisals obtained by the Corporation and all fire and other peril insurance policies and all liability insurance

policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies or a photocopy of the same;

- (e) call a general meeting of the Owners within three (3) months after the registration of the Condominium Plan and call a general meeting of the Owners, and those Mortgagees who have notified the Corporation of their interest, once in each calendar year, and in all cases allow no more than fifteen (15) months to elapse between annual general meetings;
- (f) control, manage, administer, maintain and repair all chattels and other property whatsoever owned or leased by or registered in the name of the Corporation;
- (g) maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
 - (i) all fencing, lighting, posts, driveways, roadways, gateways, curbs, sidewalks, parking areas, and other facilities used in common by or for the benefit of the Owners no matter where the same are located upon the Parcel;
 - (ii) subject to any obligations imposed by these Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property, the Managed Property and all utility services within, on, in or under or through the Common Property and Managed Property;
- (h) provide and maintain in full force all such insurance as is required by the Act and by the provisions of these Bylaws to be maintained by the Corporation;
- (i) indemnify every member of the Board and each employee and officer of the Corporation, and his heirs and legal representatives against all damages, judgements, settlements, costs and expenses, including legal costs, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member of the Board or an employee or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines and 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 (all liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses);
- (j) do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property, Managed

Property and any part of a Unit with which it may be concerned and of any property owned by or registered in the name of the Corporation including without limitation the following:

- (i) commencement and prosecution of proceedings under Section 36 of the Act to collect a penalty of up to the maximum allowable under the Act;
- (ii) impose, collect and deal with deposits associated with the rental of a Unit under Section 53 of the Act, provided that the deposit for the rental of a Unit shall not exceed the maximum allowable under the Act;
- (iii) give notice to give up possession of a Unit pursuant to Section 54 of the Act and make application to the Court under Sections 55 or 56 of the Act provided that such notices and such applications shall be in accordance with the provisions of the Act;
- (k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates, approvals and permits provided to the Corporation pursuant to Section 46 of the Act;
- (l) maintain and keep in a state of good repair as may be required, all outside surfaces of the Units except where pursuant to these Bylaws, such maintenance and repairs are the responsibility of the Unit Owners.
- (m) maintain all landscaping and green spaces and clean and maintain in good condition, all areas designated for vehicular and pedestrian traffic or parking; and
- (n) designate and maintain parking and maintain a parking record indicating the name of the person entitled to exclusive use and occupation of parking stalls.

8. POWERS OF THE CORPORATION

The Corporation may:

- (a) purchase, sell, construct, demolish, lease or otherwise acquire or dispose of or deal with personal and real property for use by or which was used by the Corporation or by the Owners in connection with their enjoyment of Common Property or their Units or any of them, provided that real property shall only be acquired or disposed of on approval by a Special Resolution of the Corporation;
- (b) by Ordinary Resolution borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow

in excess of three thousand (\$3,000.00) dollars on any occasion or incur aggregate indebtedness at any time exceeding eight thousand (\$8,000.00) dollars without such borrowing or incurring of debt being approved by Special Resolution;

- (c) secure the payment 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 legally owned by it (whether or not held in trust for the Owners), or by combination of those means;
- (d) invest funds in its possession or control as it may determine, to the extent permitted by law for trustees under the *Trustee Act* (Alberta) or any legislation passed in substitution therefor;
- (e) make an agreement with any Owner or occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or occupier thereof;
- (f) grant to an Owner a lease or the right to exclusive use and enjoyment of any part of the Common Property or any Unit registered in the name of the Corporation or special privileges in respect thereof, but any such grant shall be terminated at the end of the term of the lease (or, in the event of a grant of a right of exclusive use, on reasonable notice unless the Corporation by Unanimous Resolution otherwise resolves);
- (g) pay an annual honorarium, salary or stipend, to a member of the Board, as may be determined from time to time by Ordinary Resolution of the Corporation;
- (h) in the event of fire, gas, water leakage or other emergency situation, force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the property of any of the Owners, occupiers of any Unit and the Corporation, as the case may be (the Owner or occupier of the Unit so entered shall save harmless the Corporation, its agents and employees from any claim or damage arising from such forced entry);
- (i) impose and exact the fees and charges as may be levied by the Board;
- (j) enforce the provisions of any restrictive covenant, utility right of way or easement registered against the Parcel or any Unit which benefit the Corporation or any Owner;
- (k) exercise all of the rights, powers and duties conferred on the Corporation by the Act and the Bylaws;

- (l) by ordinary resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than \$10,000.00, the cost of such bonding to be a common expense of the corporation; and
- (m) make such rules and regulations as it may deem necessary or desirable in relation to the use, enjoyment and safety of the Common Property and the Managed Property and to do all things necessary for the enforcement of the rules.

9. BOARD MEMBERS - (ELECTION/QUALIFICATIONS)

- (a) The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. The Board shall consist of not less than two or more than seven persons and shall be elected at each annual general meeting, unless appointed pursuant to these Bylaws to fill a vacancy, (although members may also be elected at an extra-ordinary general meeting), but where there are not more than three Owners, the Board elected or appointed at that time shall consist of all Owners and any of their Mortgagees who desire to sit on the Board or such person or persons in such number as the Owners of all Units (or their Mortgagees if they desire to decide the matter) may designate. If a Unit has more than one Owner, only one such Owner may sit on the Board at one time. Notwithstanding the foregoing, until the Developer has leased or transferred ownership in ninety percent (90%) of the Units, the number on the Board shall be set by the Developer, the majority of which Board shall consist of representatives of the Developer, and may consist of only one (1) member.
- (b) To be eligible for election to and membership on the Board, the person must be an Owner of a Unit or a Mortgagee or, in the event such Owner or Mortgagee is a company, a representative appointed in writing by such an Owner or Mortgagee, or a representative of the Developer or Manager. Any Owner or Mortgagee (or representative thereof in the case of a company) who has attained the age of majority shall be eligible for nomination and election to the Board, provided that any Owner who is indebted to the Corporation for an assessment or assessments which are more than thirty (30) days overdue shall not be (nor shall his representative be) eligible for election or membership on the Board.
- (c) At any election of the Board each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.
- (d) All members of the Board shall, as a condition of nomination to the Board, make full disclosure of any direct or indirect relationships to the Corporation including

any interest in any private company, public company, partnership or proprietorship employed by the Corporation or any pecuniary interest.

10. **DISQUALIFICATION/REMOVAL FROM THE BOARD**

- (a) After the Developer has leased or transferred ownership in ninety percent (90%) of the Units, the Owners may by Ordinary Resolution at a properly convened meeting remove any member of the Board before the expiration of his term of office and appoint another eligible person in his place to hold office until the next annual general meeting.
- (b) In addition, the office of a member of the Board shall, *ipso facto*, be vacated if he:
 - (i) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada) or any legislation passed in substitution therefor;
 - (ii) is more than thirty (30) days in arrears in payment of any contribution or payment required to be made by him as an Owner pursuant to these Bylaws and fails to pay any such arrears within ten (10) days after written notice from any member of the Board requiring him to pay such arrears;
 - (iii) becomes of unsound mind or mentally incompetent, or is the subject of a *Dependent Adults Act* (Alberta) Order, or any legislation passed in substitution therefor;
 - (iv) resigns his office by writing, under his hand, sent to or left at the registered address of the Corporation or delivered to an officer of the Corporation;
 - (v) is convicted of an indictable offence;
 - (vi) is absent from three consecutive meetings of the Board without permission of the Board and it is resolved at the subsequent meeting of the Board that his office be vacated;
 - (vii) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
 - (viii) dies.

11. VACANCY ON THE BOARD

Where a vacancy occurs on the Board pursuant to Bylaw 10(b), the Board may appoint an eligible person to fill that vacancy for the remainder of the former member's term.

12. BOARD QUORUM AND VOTING

- (a) A quorum at a meeting of the Board shall be:
 - (i) one, where there is only one Board member;
 - (ii) two, where the Board consists of two to four members;
 - (iii) three, where the Board consists of five or six members;
 - (iv) four, where the Board consists of seven members; and
 - (v) five, where the Board consists of in excess of seven members.
- (b) 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 due notice of the meeting.
- (c) At meetings of the Board, all matters shall be determined by majority vote and, in the event of a tie vote, the Chairman is entitled to a casting vote in addition to his original vote.

13. CHAIRMAN OF THE BOARD

The President and in his absence, the Vice-President, shall act as Chairman of the Board meetings. Should both the President and Vice-President be absent, then at the commencement of the meeting the Board shall elect a Chairman for the meeting. If any Chairman vacates the Chair during the course of the meeting, the Board shall elect in his stead another Chairman who shall have the same rights of voting.

14. OFFICERS

Within fourteen (14) days after each election of the Board, the Board shall elect from its members a President, Vice-President, Secretary and Treasurer of the Corporation. The persons who are elected President and Vice-President shall not be elected as Secretary and Treasurer, unless the Board consists of less than four (4) members. An officer who ceases to be a member of the Board shall also cease to be an officer of the Corporation.

15. DUTIES OF THE OFFICERS

The following duties are assigned to the officers of the Corporation; however, the Board may make other allocations:

- (a) the President, or in the event of his absence or disability, the Vice-President:
 - (i) is responsible for the daily execution of the business of the Corporation;
 - (ii) shall act as Chairman of the meetings of the Board and of the Corporation;
- (b) the Secretary, or in the event of his absence or disability, another member of the Board designated by the Board:
 - (i) shall record and maintain all the minutes of the Board, and all meetings of the Corporation and shall record votes for and against on all decisions;
 - (ii) is responsible for all the correspondence of the Corporation;
 - (iii) shall carry out his duties under the direction of the President and the Board;
- (c) the Treasurer, or, in the event of his absence or disability, another member of the Board designated by the Board:
 - (i) shall receive all monies paid to the Corporation and deposit them as the Board may direct;
 - (ii) properly account for the funds of the Corporation and keep such books as the Board may direct;
 - (iii) present to the Board when required to do so by the Board, a full detailed account of receipts and disbursements of the Corporation;
 - (iv) prepare for submission to the Board and for the information of the Owners at the annual general meeting, a budget for the forthcoming fiscal year of the Corporation, and if required by Ordinary Resolution of the members of the Corporation, an audited statement for the most recently completed fiscal year of the Corporation.

The Secretary and Treasurer may, on resolution of the Board, allow the Manager to carry out their duties provided that the Secretary or Treasurer, as the case may be, supervises those duties of the Manager.

16. SEAL OF CORPORATION

The Corporation shall have a seal which shall be used as authorized by resolution of the Board and in the event no such resolution has been passed then the seal shall be used in the presence of at least two (2) members of the Board (unless there is only one (1) Board member in which case in the presence of the sole Board member), who shall sign the instrument to which the seal is affixed.

17. SIGNING AUTHORITIES

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

18. DUTIES OF BOARD

The Board shall:

- (a) cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the Secretary;
- (b) cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;
- (c) cause proper books of account to be kept in respect of all sums of money received and expended by the Corporation, and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- (d) cause to be prepared proper accounts relating to all monies of the Corporation and the income and expenditures therefor, for each annual general meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- (e) on application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the Board available for inspection at all reasonable times, and further provide to any Owner or Mortgagee who makes specific request thereof, copies of all minutes of all meetings of the Corporation and of the Board and copies of current financial statements and statements of Common Expenses of the Corporation;

- (f) on application of an Owner or Mortgagee, or any person authorized in writing by one of them, give a complete statement in respect of any Unit with regard to assessments for Common Expenses and with regard to fulfilment of all of the Owner's obligations in connection with the Corporation and his Unit;
- (g) cause to be assessed to each Owner in proper proportion his contribution towards Common Expenses and enforce payment of same, as more particularly set out in these Bylaws;
- (h) upon the written request of an Owner, Mortgagee or purchaser of a Unit, provide the particulars and materials pursuant to Sections 39(6), 44 and 48 of the Act;
- (i) at all times keep and maintain in force all insurance required hereunder and by the Act to be maintained by the Corporation and from time to time settle, determine and enter into insurance trust agreements as required by the Corporation;
- (j) from and after the time that the Developer has leased or transferred ownership in at least ninety (90%) percent of the Units, create and maintain by levies for Common Expenses a Capital Replacement Reserve Fund for the purpose of repair, replacement and refurbishment of the Common Property, the Managed Property, those portions of any Unit required to be maintained or repaired by the Corporation and any real or personal property owned by or registered in the name of the Corporation, with the Board applying such funds (whether all or a part) and the proceeds thereof from time to time as it determines for such purposes. The amount of the levy made in each year for the Capital Replacement Reserve Fund shall be no less than as required by the Act;
- (k) cause all obligations of the Corporation under the Act or these Bylaws or otherwise to be observed and performed;
- (l) if resolved by special resolution of the corporation, employ for an on behalf of the corporation and independent professional management agency, agent or manager to supervise, manage and carry out and perform such duties as the Board may determine from time to time, subject always in the control of the corporation and direction of the corporation and the Board.

19. **THE POWERS OF THE BOARD**

The Board may:

- (a) meet together for the conduct of business, adjourn, and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other

members not less than seven (7) days written notice of a meeting proposed by him specifying the reason for calling the meeting and the date, time and place of the meeting;

- (b) establish a fiscal year for the Corporation and in the absence of such a resolution the fiscal year shall be the calendar year;
- (c) employ or authorize the Manager, if any, to employ for and on behalf of the Corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property and of any property owned by or registered in the name of the Corporation, and the exercise and performance of the powers and duties of the Corporation;
- (d) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (e) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required under the Act or pursuant to these Bylaws;
- (f) do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property, any part of a Unit with which it may be concerned and of any property owned by or registered in the name of the Corporation;
- (g) unless and except as otherwise resolved by Special Resolution of the Corporation, employ for and on behalf of the Corporation a Manager to supervise, manage, carry out and perform any and all of the duties of the Corporation set out in paragraphs (a), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m) and (n) of Bylaw 7 hereof and such other duties as the Board may determine from time to time, subject always to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. Without limiting the generality of Bylaw 21 hereafter, if any group of persons entitled to vote representing at least twenty-five (25%) percent of the total Unit Factors of the Units shall at any time be dissatisfied with the fitness or suitability of such Manager employed as aforesaid or the adequacy of the work or service performed by him, such group of persons may by requisition addressed to the Corporation require the calling of an extra-ordinary general meeting; and upon such a requisition being made as aforesaid, the Board shall forthwith call an extra-ordinary general meeting of the Corporation to consider the complaint or complaints by such group of persons; the continuance or termination of the employment of such Manager, and

the terms thereof, and the employment of a replacement, shall be considered and determined by Ordinary Resolution at such meeting and the Board shall govern itself according to such resolution. The Manager employed by the Board as aforesaid need not devote his full time to the performance of the duties of the Corporation so long as those duties are performed in good and sufficient fashion and may (without limiting the generality of the foregoing) act as rental or leasing agent for all or some of the Owners to the extent that so doing will not interfere with or unreasonably impede the performance of his duties for the Corporation. Notwithstanding the foregoing but subject to the termination provisions in the Act, the Manager approved by the first Board shall not be terminated without the Developer's consent, which consent may be arbitrarily withheld;

- (h) from time to time pass resolutions to regulate, manage, administer and control the use of the Common Property and any property owned by or registered in the name of the Corporation including but not restricted to deposits, the hours of use, supervision of, reservations for, security of, privacy and access to the same; and
- (i) create and maintain by levies for Common Expenses reserves for future operational expenses as it determines from time to time.

20. MEETINGS

- (a) All meetings of the Board and general meetings of the Corporation shall be conducted according to Robert's Rules of Order.
- (b) All general meetings of the Corporation other than annual general meetings shall be called extra-ordinary general meetings.

21. CONVENING OF MEETINGS

The Board may, whenever it thinks fit, and shall within twenty-one (21) days, upon a requisition in writing made by the Owners of twenty-five (25%) percent of the Units convene an extra-ordinary general meeting. The Board will convene annual general meetings of the Corporation as and whenever required by the provisions of these Bylaws.

22. NOTICE OF MEETINGS

Seven (7) days notice of every annual or extra-ordinary general meeting of the Corporation specifying the place, the date and the hour of meeting and, in the case of special business, the general nature of that business, shall be given to all Owners and Mortgagees who have notified their interests to the Corporation, but accidental omission to give notice to any Owner or to any Mortgagee or non-receipt of notice by any Owner or any Mortgagee does not invalidate any

proceedings at any such meeting. Notice of any meeting may be waived by persons entitled to vote before, at or after the meeting, and a waiver shall cure any defect in the giving of or failure to give notice.

23. BUSINESS

Subject to the provisions of the Act, all of the matters enumerated in Bylaw 25 shall be deemed ordinary business if transacted at an annual general meeting of the Corporation. All new business transacted at an annual general meeting and all business whatsoever that is transacted at an extra-ordinary general meeting shall be deemed special.

24. CHAIRMAN OF CORPORATION MEETING

The President, and in his absence, the Vice-President of the Corporation shall act as Chairman of the meeting of the members of the Corporation. In the absence of both the President and Vice-President, then at the commencement of the meeting, a Chairman of the meeting shall be elected.

25. ORDER OF BUSINESS AT CORPORATION MEETING

The order of business at any properly convened annual general meeting of the Corporation, unless altered by a majority of those in attendance who are entitled to vote, shall be as follows:

- (a) call to order by the Chairman;
- (b) call the roll and certify proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial report/budget and appointment of auditors (if necessary);
- (h) unfinished business;
- (i) ratification of past acts of Board members and officers;
- (j) new business;
- (k) election of members of the Board;
- (l) adjournment.

26. QUORUM REQUIRED

Except as otherwise provided in these Bylaws, and in particular Bylaw 27, no business shall be transacted at any general meeting of the Corporation unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to do business. A quorum at any

general meeting of the Corporation shall consist of persons entitled to vote present in person or by proxy, representing no less than the Owners of thirty-three (33%) percent of the Units.

27. ADJOURNMENT FOR LACK OF QUORUM

If within thirty (30) minutes from the time appointed for a general meeting of the Corporation, a quorum is not present, the meeting shall stand adjourned for a further fifteen (15) minutes and if after the fifteen minute adjournment a quorum is not present, the persons entitled to vote who are present shall constitute a quorum.

28. RESOLUTIONS

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

29. METHOD OF TAKING A POLL

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

30. EQUALITY OF VOTES

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

31. VOTING

On a show of hands each person entitled to vote shall have one vote. On a poll the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged in their favour. Except for those matters requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by an Ordinary Resolution.

32. MANNER OF VOTING

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

33. PROXIES

An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting, but the holder of a proxy need not be an Owner or Mortgagee.

34. ENTITLEMENT TO VOTE

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

- (a) such restrictions (if any) as are set out in the Act;
- (b) the Corporation shall not be entitled to vote as an Owner even if it is the registered owner of a Unit;
- (c) where an Owner's interest in a Unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation by the Mortgagee, a power of voting conferred upon such Owner by the Act or by these Bylaws:
 - (i) if a Unanimous Resolution is required, may not be exercised by the Owner, but is exercisable by the Mortgagee first entitled in priority, and
 - (ii) in other cases, is exercisable by the Mortgagee first entitled in priority, and may not be exercised by the Owner if the Mortgagee is present personally or by proxy;

these provisions shall apply only if Section 26 of the Act continues in force, unless the Act is amended to provide otherwise or unless the said mortgage contains an assignment of the Owner's voting rights in favour of the Mortgagee;

- (d) no Owner shall be entitled to vote at any general meeting (annual or extra-ordinary) if he is more than thirty (30) days in arrears in sums payable to the Corporation in respect of his Unit, provided that such inability on the part of the Owner shall not in any way affect the ability of a Mortgagee of that Owner's Unit, first entitled in priority, who has given notice of its mortgage to the Corporation and whose

mortgage was registered prior to the occurrence of those arrears of the Owner, from exercising voting privileges for that Owner's Unit.

35. VOTE BY CO-OWNERS

Co-Owners may vote by proxy jointly appointed by them, and in the absence of such a proxy only one of the co-Owners is entitled to vote on a show of hands; any one co-Owner may demand a poll, and on any poll each co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit, and the joint proxy, if any, on a poll has a vote proportionate to the interest in the Unit of such of the co-Owners as do not vote personally or by individual proxy.

36. SUCCESSIVE INTEREST

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or his Mortgagee, if applicable) is alone entitled to vote, whether on a show of hands or a poll, and this Bylaw is applicable whether or not the Act requires the Unanimous Resolution of Owners.

37. TRUSTEE VOTE

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

38. SIGNED RESOLUTIONS

- (a) A resolution of the Board in writing signed by all of the members of the Board shall be as effective as a resolution passed at a meeting of the Board duly convened and held.
- (b) Subject to the provisions of the Act, any resolution of the Corporation determined upon or made without a meeting and evidenced by writing, signed in person or by proxy as contemplated in these Bylaws, shall be as valid and effectual as a resolution duly passed at a properly convened meeting of the Corporation and shall take effect and be an Ordinary Resolution, Special Resolution or a Unanimous Resolution, as the case may be, if signed by the requisite number of Owners in accordance with the requirements of these Bylaws and the Act.

39. **OBSERVANCE OF BYLAWS**

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

40. **AMENDMENT OF BYLAWS**

These Bylaws may be added to, replaced, amended, or repealed by Special Resolution of the Corporation and not otherwise, except for Bylaws 91 and 92 which may only be added to, replaced, amended or repealed by Unanimous Resolution. Except where Bylaws are amended by a signed resolution under Bylaw 38 (b) hereof, thirty (30) days prior notice of any proposed changes to the Bylaws must be given to all owners and mortgagees who have notified their interest to the corporation, such note as to specify the changes that are proposed or to be considered.

41. **FINANCIAL STATEMENTS**

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

42. **EXPENDITURES BY MANAGER**

Any Manager employed by the Board may, by resolution of the Board, from time to time, make non-budgeted expenditures which do not exceed one thousand (\$1,000.00) dollars in aggregate per month without specific approval of the Board, but any single non-budgeted expenditure in excess of five hundred (\$500.00) dollars must be first approved by the Board unless the Manager was required to incur such expenditure in an emergency in order to preserve the property of the Corporation or the Owners or to protect the safety of the Owners, tenants and other occupants of the Units. The Board may revoke such resolution at any time by a further resolution of the Board.

43. **BONDING OF MANAGER/BOARD**

- (a) Each Manager shall be bonded for the loss of any money or other property through any fraudulent or dishonest acts of the Manager, its agents or employees for an amount determined by the Board, in its sole discretion.
- (b) On Ordinary Resolution of the Corporation, all members of the Board shall be bonded by a recognized bonding institution in an amount not less than one year's Common Expenses.

- (c) The Board on behalf of the Corporation shall obtain, if possible, a bond from a recognized bonding institution covering loss by fraudulent or dishonest acts by employees and officers of the Corporation and all members of the Board and covering loss of funds or other property of the Corporation in an amount of not less than ten thousand (\$10,000.00) dollars.
- (d) The costs of all bonding shall form part of the Common Expenses of the Corporation.

44. ESTOPPEL CERTIFICATE

Any certificate as to an Owner's position with regard to assessments for Common Expenses or otherwise, issued by the Corporation (whether or not under the corporate seal) signed by at least one member of the Board or by the Manager, shall be deemed an estoppel certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, purchaser or other person dealing with that Owner and who relied upon such certificate; but this shall not prevent the enforcement against the Owner of all obligations of the Owner whether improperly stated in such estoppel certificate or not. The Board or Manager shall be entitled to collect a fee from the person requesting such a certificate, which fee shall be set by the Board from time to time or shall be as set forth in any agreement between the Corporation and the Manager.

45. NOTICE OF DEFAULT TO MORTGAGEE

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

46. NOTICE

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

- (a) upon the Corporation if delivered by hand to the office of the Manager of the Corporation, if any, or mailed by depositing the same in a post box, enclosed in a postage-prepaid envelope addressed to the Corporation at its address as filed at the Land Titles Office;
- (b) upon an Owner by delivery by hand to the Owner (and if there is more than one Owner then to any one of such Owners), by leaving same at the Unit, or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope

addressed to the Owner at the municipal address of his Unit or to an address provided by the Owner pursuant to these Bylaws;

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

The Corporation may change its address for service by resolution of the Board and shall cause the change in address to be recorded at the appropriate Land Titles Office. A Mortgagee of a Unit may change its address for service by giving notice, in writing, of the change to the Corporation in the manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received seven (7) days after the time of mailing, provided, however, that if there is an interruption of mail service, the notice shall not be deemed to have been received until the seventh (7th) day following restoration of normal mail service.

47. CASH RESERVES

The Board shall provide maintenance for such cash reserves for replacement of improvements and equipment and as operational reserve as he deems desirable from time to time.

48. INSURANCE

The Board, on behalf of the Owners and the Corporation, shall obtain and maintain insurance on all of the Units and other improvements upon the Units (excluding furnishings, fixtures and any other property brought into or installed in the Units by Owners other than the Developer) and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, that provides for settlement to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide and include the following:

- (a) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
- (b) coverage that provides for settlement to the full replacement value of all buildings and other fixed improvements upon the Units and all chattels and other property belonging to or registered in the name of the Corporation or forming part of the Common Property;

- (c) coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution;
- (d) that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance;
- (e) that no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as to the interest of any Mortgagee in any way or to any extent.

In the event an Insurance Trustee exists, the Board, on behalf of the Owners and the Corporation, shall cause claims under property insurance policies issued pursuant to these Bylaws to be paid to the Insurance Trustee. In the event there is no Insurance Trustee appointed then the Insurance Trustee shall be deemed to be the Corporation and the words "Insurance Trustee" shall be read as if the word "Corporation" was in its stead. Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance and maintained on behalf of the Corporation or the Owners and insuring against fire and any other supplemental perils shall be paid as follows:

- (f) if the proceeds are less than two hundred and fifty thousand (\$250,000.00) dollars (or such other amount determined by Ordinary Resolution), to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss;
- (g) if the proceeds are equal to, or in the excess of two hundred and fifty thousand (\$250,000.00) dollars (or such other amount determined by Ordinary Resolution), to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided).

In the event that it is resolved by Unanimous Resolution or is ordered by a Court under the Act that the Corporation not repair or restore the damage or that the Corporation be terminated as to some or all Units, then the Insurance Trustee shall apportion the proceeds between all those Owners whose Units (including their beneficial interests in any Unit registered in the name of the Corporation) or Common Property interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear). The Insurance Trustee shall then pay to the Corporation such proceeds which are apportioned to it and shall pay such proceeds which are apportioned to those Owners mentioned above as follows:

- (h) firstly, to the Mortgagees of the Units that are affected by the loss or damage as their interests may appear and to the extent loss is apportioned to their respective Units (the Mortgagees' priorities to accord with their priorities as encumbrances against title to the respective Units);

- (i) secondly, to the Owners of the Units that are affected by the loss or damage to the extent of the loss apportioned to each.

In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees, and the Corporation, and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, all the Mortgagees whose mortgages are registered at the Land Titles Office or have been notified to the Corporation, and the Corporation; and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. Any notice under this paragraph that is given by mail shall, notwithstanding Bylaw 46 hereof, be given by prepaid registered mail. If any of such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing within thirty (30) days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party disputes the proposed distribution, the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 59 to 61 of the Act and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

Notwithstanding the foregoing, an Owner may, and upon the written request of his Mortgagee, an Owner shall carry insurance on his own Unit as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board on behalf of the Owners and the Corporation shall not be affected or diminished by reason of insurance carried by an Owner.

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

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

Policies of insurance may contain co-insurance provisions on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of the insurance claim settlement. All policies of insurance shall contain waivers by the insurers of invalidity arising from any acts or omissions of the insured and of any rights of subrogation against the Corporation and the Owners or any of them and shall provide that such policies may not be canceled or substantially modified without at least sixty (60) days prior written notice to all of the insureds including all Mortgagees. Such policies shall also provide that the Insurance Trustee shall have the right at its sole option to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the Units and the determination by Unanimous Resolution or by order of a Court having jurisdiction in that behalf to terminate the condominium status of the Parcel,

and the insurer's option to repair, rebuild or replace the property damaged or lost shall be deleted or waived. The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance effected by the Board on behalf of the Owners and the Corporation. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal or re-appraisal from a qualified and reputable appraiser of real property for the full replacement value of the Units and other improvements located on the Parcel including all Common Property, and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Board on behalf of the Owners and the Corporation. Copies of the appraisals obtained from time to time shall be provided to any Owner, purchaser or mortgagee of a Unit who requests the same, provided the costs of such copies are paid by that person. The Corporation shall immediately upon the occurrence of any substantial damage to any of the Units or the improvements forming part of the Common Property notify the registered Mortgagees of all Units affected who have notified their interests to the Corporation of such damage, such notice to be given by registered mail.

The Board shall also obtain and maintain insurance coverage for errors and omissions by the Board as well as public liability insurance insuring the Corporation, the Board, the officers of the Corporation and the Owners against any liability for bodily injury, death and damage to property, to third parties or to the Owners and their invitees, licensees or tenants incidental to the ownership, use, control, management and administration of the Units, the Corporation's real and personal property and the Common Property. Limits of liability under such insurance shall not be less than one million (\$1,000,000.00) dollars for any one person injured or for any one accident and shall not be less than one million (\$1,000,000.00) dollars for property damage per occurrence [or one million (\$1,000,000.00) dollars inclusive limits]. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. All policies of insurance shall include as insureds the Corporation, the Board and the members of the Board and the officers of the Corporation while acting within the scope of their duties as such, and the Insurance Trustee if there be one. Such liability insurance shall contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.

The costs for all of the above insurance shall be deemed to form part of the Common Expenses.

49. DEDUCTIBLE

In the event that a claim is made under any policy of insurance maintained by the Board on behalf of the Owners and the Corporation and the cause of the loss for which the claim is made is due to an act or omission of an Owner, occupier or tenant of an Owner or member of their families or the guests, invitees or licensees of any of them, then the Owner shall immediately

reimburse the Corporation for any insurance deductible paid by the Corporation with respect to the loss for which the claim is made, the amount of same to 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. In all other cases, the Corporation shall bear the cost of the insurance deductible and such cost shall be included in Common Expenses. The onus of proof of cause of the loss shall be on the Corporation.

50. OWNER'S USAGE

An Owner shall not:

- (a) use his Unit or any of the Common Property for any purpose that may be illegal or injurious to the regulation of the Parcel;
- (b) make or permit any disturbing noises or smells on the Unit or on the Common Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Parcel; no Owner shall play or permit to be played loudly any musical instrument, phonograph, stereo, radio or television, nor shall any Owner practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other members or occupants of the Parcel;
- (c) keep any animals (dogs, cats, birds, or reptiles) in his Unit or on the Common Property except as permitted by the Board;
- (d) render a Unit unfit for human habitation;
- (e) allow his Unit furnace to be rendered inoperable during the heating season and the Owner shall take appropriate winterization steps to ensure that all heating systems are in working order and that they are repaired, maintained and replaced where necessary (the Corporation shall not be liable for any loss that is sustained due to failure of any heating equipment on the Unit and an Owner shall be responsible for any loss to the Corporation or other Owners or occupiers should an Owner fail to observe this Bylaw);
- (f)
 - (i) park or store any vehicle or allow any member of his household to park or store any vehicle on those areas designated for Handicapped Parking without the express consent of the Board first had and obtained;
 - (ii) use the common driveway or roadway or any part of the Common Property Units, other than for ingress to and egress from his parking stall, for the

parking of any motor vehicles except in accordance with permission in writing from the Board;

- (iii) leave or park a motor vehicle or automobile or any other obstacle in any designated emergency access routes;
- (iv) wash a motor vehicle anywhere in or on the Parcel;
- (v) keep on a parking stall or on the Common Property or a Unit, including any privacy area, any private motor vehicle which is not in operating condition, currently licensed and being used from day to day without the prior written consent of the Board;
- (vi) drive any motor vehicle on a Common Property Unit at a speed in excess of 30 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- (vii) allow any propane powered motor vehicle to be brought into, kept or stored in a parking stall or within the parking area.

51. STRUCTURAL ALTERATIONS

An Owner shall ensure that:

- (a) no fireplace, air conditioning unit nor skylight unit is added to or constructed in a Unit without the prior written consent of the Board, who shall have regard to the descriptions, drawings, or specifications of the Unit to determine the location of the fireplace or air conditioning unit.
- (b) no alterations, additions, decoration, redecoration, changes, fences, partitions, or installations are made on his Unit (except to the interior of his Unit provided the same do not affect the structure, fire rating or sound proofing of the Unit) or on or adjoining the exterior of his Unit without the prior written consent of the Board;
- (c) no structural alteration is made to his Unit including walls (whether partition walls, bearing walls, or otherwise), ceiling and floor or to any load bearing walls or structures within the Unit or to any exterior door or window, without the prior written consent of the Board;
- (d) no changes are made in the plumbing, drainage, electrical or gas system or sprinkler system within or outside any Unit without the prior written consent of the Board;

- (e) any changes to a Unit comply with all municipal, provincial, and federal laws.

Failure to comply with this Bylaw will result in the defaulting Owner being liable for all costs incurred by the Corporation including indemnification of its legal costs on a Solicitor and his own client basis, for restoring any alterations or changes made by the Owner which are prohibited by this Bylaw.

52. FIRE HAZARD

No Owner shall do or permit anything to be done in a Unit or the Parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate or availability of fire insurance premiums on any building located on the Parcel, or on the property kept therein, or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local Fire Department or with the terms or conditions of any insurance policy on any building located on the Parcel or conflict with any of the rules and ordinances of the municipal Health Department or with any statute or municipal bylaw or with any other law whatsoever.

53. WATER

Water shall not be left running unless in actual use in any Unit and all taps and washers shall be kept in good repair. The main water supply valve must be turned off in Units which are vacant for more than 72 hours.

54. PLUMBING

Toilets, sinks, tubs, drains, and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, grease, rubbish, rags, ashes, or other substances (except commercially available substances designed to clean the same) shall be deposited or flushed through such apparatus.

55. COMBUSTIBLE MATERIALS

Except for normal cleaning products and related household goods, no stores of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials of any kind shall be kept in any Unit. No stores of gasoline or any other combustible or inflammable goods or materials, and no offensive goods, provisions or materials of any kind shall be kept on any part of the Common Property or any Unit registered in the name of the Corporation except as permitted, in writing, by the Board.

56. **SIGNS**

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit or the Common Property without the prior written consent of the Board. Notwithstanding the foregoing, an Owner may display reasonable "For Sale" signs in respect of the offering of his Unit for sale (the acceptability of such signs to be determined by the Board).

57. **ANTENNA**

No antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or the Common Property, except by the Corporation for or in connection with a common television cable or other distribution or reception system, or except as permitted, in writing by the Board.

58. **DECORATING**

No exterior portion of any Unit shall be painted, decorated or otherwise effected by anyone other than the Corporation without the prior written consent of the Board and only in accordance with the terms of any such consent. Without limiting the generality of the foregoing, any change made to a Unit shall be consistent with the appearance and integrity of the Project.

59. **AWNINGS**

Neither awnings nor shades shall be erected over the outside of the windows, nor shall any articles be hung or placed outside window sills of any Unit without the prior written consent of the Board (which consent may be withdrawn upon thirty (30) days notice).

60. **DEBRIS**

Nothing may be thrown out of the windows or doors of a Unit. Owners shall keep any decks and patios adjacent to their Unit clean and free of debris as required by the Board. Each Owner shall keep the area outside of his Unit and located upon his Unit in a neat and tidy condition.

61. **TENANTS AND OCCUPIERS**

An Owner shall not lease or grant possession of his Unit to any tenant or occupier:

- (a) Until the Owner has requested and received prior written consent from the Board;
- (b) until the Owner complies with the deposit requirements (if any) of the Corporation and provides the Corporation with an address for service of any notice that may be

served upon him pursuant to the Act or the Bylaws as well as the name of the tenant or occupier;

- (c) unless the tenant or occupier undertakes in writing to be bound by and comply with the Bylaws of the Corporation; and
- (d) until the Owner gives notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, or occupier to be bound by the Bylaws of the Corporation.

No tenant or occupier shall move into or occupy a Unit unless paragraphs (a), (b), (c) and (d) have been complied with. Nothing in these Bylaws shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying his Unit.

Each tenant or occupier of a Unit, upon receiving notice from the Corporation that the Owner of the Unit is in default of a payment, contribution or assessment levied by the Corporation or an instalment or instalments thereof, shall deduct from the rent payable to the Owner the payment, contribution or assessment levied or the instalment or instalments in arrears and any interest owing thereon and the tenant or occupier shall pay the same to the Corporation and the amount so paid to the Corporation shall be deemed to constitute rent paid to the Owner by the tenant or occupier, as the case may be.

62. GARBAGE

Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage and garbage containers as directed by the Board from time to time and shall observe all Bylaws and regulations of the municipal authority in that regard. The following rules must be observed with respect to trash disposal:

- (a) debris shall be completely drip free before it leaves the Unit and carried to the pick-up areas in a careful manner and in a drip proof container;
- (b) cartons, boxes, crates, sticks of wood, bottles or other solid matter shall be placed in a neat manner for collection from the appropriate pick-up area; bulky items must be taken by the Owner to a municipal dump;

63. PARKING AREAS

The parking stall or stalls in parking plug-in facilities thereto (if any) assigned to any Unit by the Board are for the sole use of the owner of such Unit. Each Unit shall be assigned at least one parking stall by the Board, in a location of which shall be selected by the Board in its sole

discretion and shall be subject to change from time to time by the Board, provided that in making any changes, the Board shall have due regard to the interests of the Owners and occupants within the condominium project. If any parking plug-in facility is provided with any parking stall, any person given the right to exclusive use of such stall shall be responsible for keeping such facility in good repair and condition at all times during the period of such owners entitlement to exclusive use; and

64. NOISE

Owners, their families, guests, tenants, visitors, employees and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort and quiet enjoyment of property by other Owners, their families, guests, visitors, and persons having business with them and no noise caused by any instrument or other device or otherwise, which, in the opinion of the Board may disturb the comfort of the other Owners, shall be permitted.

65. PRIVACY

No Owner shall trespass, or permit any occupant or visitor of his Unit to trespass, on any other Unit. Further, no Owner shall have any right of access to those parts of the Common Property or Parcel, from time to time used as a utility area or a building maintenance storage area.

66. OBSTRUCTION

No Owner shall erect or plant or cause to be erected or planted, any fence, screen, barrier, awning, shade, partition, tree, shrub or flower on or near the border of his Unit or which overhangs any part of the Unit without the prior written consent of the Board.

67. HEALTH

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

68. PERSONAL BELONGINGS

All Owners will cause all articles belonging to their household, other than patio furniture and other articles appropriately kept on the patio of the respective Units, to be kept in their respective Units when not in actual use. Each Owner will comply with all reasonable requests

of the Board or its representative that bicycles, toys and like articles belonging to the Owner's household be put away inside such Owner's Unit when not in actual use, or stored in appropriate places as may be designated by the Board from time to time.

69. MOTOR VEHICLES

- (a) No motor vehicle (other than a private passenger automobile or van or 3/4 ton truck) over 3000 kg. shall be parked on any part of the Common Property or on any Unit registered in the name of the Corporation without the written consent of the Board, which consent may, if given, be withdrawn by the Board at any time on fifteen (15) days notice.
- (b) No motor vehicle including vehicles used for furniture moving, shall be driven on any part of the Common Property or on any Unit registered in the name of the Corporation other than on a driveway, roadway, or designated parking area.
- (c) No motor vehicle, house trailer, tent, boat, trailer, snowmobile, mechanical toboggan, machinery, camper, trail bike, all terrain vehicle, or any type of motor home or recreational vehicle or equipment of any kind shall be parked on any part of the Common Property or on any Unit registered in the name of the Corporation other than as provided for under these Bylaws or as approved by the Board in writing.
- (d) No repairs or adjustments to motor vehicles may be carried out on the Common Property or on any Unit registered in the name of the Corporation.
- (e) A motor vehicle which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon any part of the Parcel except as permitted by the Board in writing.

70. USE AND ENJOYMENT

Subject to the Condominium Plan or any redivision plan, the Owner of each Unit shall have the right to the exclusive use and enjoyment of such portions of the Common Property and any Unit registered in the name of the Corporation as may be designated by the Board and the Board at its sole option may at any time and from time to time withdraw and terminate such right for any or all Units upon giving sixty (60) days notice to all Owners or Units for which such right is terminated. Each Owner shall exercise care when using and shall not abuse such property.

71. EXCLUSIVE USE

The Owner of a Unit has no right to use any portion of the Common Property or any Unit registered in the name of the Corporation designated by the Corporation for the exclusive use of an Owner of any other Unit.

72. SIDEWALKS, WALKWAYS AND PARKING AREAS

The sidewalks, walkways, passages, driveways, gateways and parking areas shall not be obstructed by any Owner, his family, guests, tenants or visitors or used by them for any other purpose than for entering and leaving their Unit; any parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any parking areas which the Owner of another Unit is entitled to use and occupy exclusively.

73. LANDSCAPING AND OTHER COMMON PROPERTY

Owners and their families, guests, tenants, visitors and servants, and pets of those persons, shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property, the Managed Property or any Unit or the property (real or personal) of the Corporation, including without limitation, any landscaping works (including trees, grass, shrubs, hedges, flowers, and flower beds).

74. STRUCTURES

- (a) No building, structure or tent shall be erected on the Units or Common Property except only by the Corporation or except as approved in writing by the Board.
- (b) No trailer either with or without living, sleeping, or eating accommodation and no tent, shed, or portable building shall be placed, located, kept or maintained on the Units or Common Property except with the prior written approval of the Board which approval may be subsequently withdrawn in which event the item shall be forthwith removed by the Owner who caused the same to be placed, located or kept or maintained on the Unit or the Common Property.
- (c) No part of the Units or Common Property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage containers or disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, trees, gardens or other vegetation, or for the disposal of rubbish, garbage or waste except only with the prior written approval of the Board, which approval may be subsequently withdrawn and in such event the Owner shall comply with the direction of the Board to remove such item, or items, forthwith.

75. APPEARANCE OF UNIT

Nothing shall be hung or placed on any part of the Common Property, or within a Unit that is, in the opinion of the Board, aesthetically displeasing when viewed from the outside of the Unit.

76. PERSONAL PROPERTY AND INJURY

None of the Corporation, its Board members, officers, agents or employees will be responsible to any Owner, tenant or occupier of a Unit, for any injury, death, damage or loss whatsoever caused by or to the person, employee or property of any Owner, tenant or occupier of a Unit including but not limited to:

- (a) any designated parking areas provided on the Common Property or on any Unit registered in the name of the Corporation;
- (b) any part of the Common Property or any Unit registered in the name of the Corporation designated for the exclusive use and enjoyment of any Owner, tenant or occupier;
- (c) any contents, personal property, or improvements in or to any Unit; or
- (d) any personal injury or property damage occurring on the Parcel.

Subject to the Act and the Bylaws, the insuring of any contents or improvements (except the building comprising the Unit) within or to a Unit is the sole responsibility of the Owner, tenant or occupier of the Unit, and an Owner, tenant or occupier of a Unit shall not require the Corporation or its Board members, officers, agents or employees to repair any damage to any contents, personal property, or improvements (except the building comprising the Unit) within or to the Unit however caused. No Owner, tenant or occupier of a Unit shall be entitled to claim or shall 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 to any part of the Parcel or non-residential unit created by any redivision plan.

77. TRAFFIC SPEED AND DIRECTIONAL CONTROL

All Owners shall observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or on the Parcel including (without limiting the generality of the foregoing) speed limits, restricted parking, pedestrian access rights-of-way, emergency access routes and directional controls.

78. **MAINTENANCE**

- (a) The Corporation shall be responsible for snow and ice removal from the walkways and driveways located on the Units, and for the removal of snow, ice and refuse from the roadways, gateways, parking areas and all other sidewalks located on the Parcel. The Corporation shall regularly maintain grass, trees, shrubs, and other landscaping supplied by the Developer, sprinkler systems, driveways, sidewalks and all other walks on behalf of the Owners and the Corporation shall maintain roadways, parking areas, gateways and common lighting. The Corporation's costs for doing the above maintenance shall be included in the Common Expenses.
- (b) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any part of the Common Property or any Unit registered in the name of the Corporation to an Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all such parts of the Parcel for the purpose of carrying out of any of the duties or functions of the Corporation.
- (c) Except as otherwise provided for in these Bylaws, each Owner shall be responsible for the repair and maintenance of his Unit and the interior of his Unit. Should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its representative those items for which he is responsible after ten (10) days written notice to do so given by the Board or its representative, then the Board or its representative, may do or cause to be done the maintenance and/or repair and the Owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs, including indemnification of the Corporation's solicitor and his own client costs, incurred in respect of such maintenance and/or repairs and the Board or its representative may use all or any of the remedies open to it or as hereinafter set out, to recover such monies for the Corporation and such monies shall be a charge upon his Unit.
- (d) Notwithstanding anything to the contrary herein expressed or implied each Owner shall be responsible for damage caused to any of the Common Property or any Unit by any wilful or negligent acts of himself, his pets, members of his family, tenants, invitees, contractors or licensees and should any Owner fail to repair in a manner satisfactory to the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and all costs (including indemnification of the Corporation's solicitor and his own client costs) incurred in respect of the doing of such repairs or in collection of the same and the Board or its representative may use all or any of the remedies open to it as hereinafter set out, to recover such monies for the Corporation and such

monies shall be a charge upon his Unit to the same extent as they would be if they were unpaid Common Expenses charges assessed upon his Unit.

79. COMMON EXPENSES

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

- (a) all levies or charges on account of electricity, water, sewer, garbage removal, gas and other utility services supplied or billed to the Corporation;
- (b) the cost of and charges for all management fees, salaries and other benefits for services of any caretakers or maintenance personnel;
- (c) all costs and charges on account of landscaping, maintenance and snow removal undertaken by the Corporation as required under the Act or the Bylaws;
- (d) all reserves (including the Capital Replacement Reserve Fund) for future expenses and future maintenance, repairs and replacements of Common Property and any Unit or property owned by or registered in the name of the Corporation and portions of Units, the maintenance, repair or replacement of which is the responsibility of the Corporation pursuant to the Act or the Bylaws;
- (e) all costs of and charges for maintenance, repair, and replacement of the Common Property and any Unit or other property owned by or registered in the name of the Corporation and the Units for which the Corporation is responsible pursuant to the Act or the Bylaws;
- (f) all costs of and charges for all consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all auditing, accounting, engineering and legal costs;
- (g) the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, financing charges, Common Expenses, municipal taxes and all utilities charges, for or in respect of any Unit owned by or registered in the name of the Corporation itself;
- (h) all fees and charges for insurance for which the Corporation is responsible pursuant to the Act or the Bylaws and all fees and charges of the Insurance Trustee;
- (i) the cost of performing all obligations of the Corporation or the Board created by the Act or these Bylaws;

- (j) all newsletters, memberships, subscriptions, office equipment, supplies, printing and postage costs;
- (k) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation and the Board; and
- (l) any taxes payable by the Corporation in connection with the foregoing or in performing its obligations under the Act or the Bylaws.

The Treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property and any Unit or other property owned by or registered in the name of the Corporation, specifying and itemizing the expenditure incurred. Records and vouchers authorizing the payments involved shall be available for examination by an Owner at convenient business hours on week days.

80.

ASSESSMENT FOR COMMON EXPENSES

- (a) At least thirty (30) days prior to the beginning of each fiscal year, the Board or, at its request, the Manager, shall estimate the amount of the Common Expenses that will be incurred or required in such fiscal year (including amounts required for the Capital Replacement Reserve Fund and reasonable allowance for contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year). Each year's estimated Common Expenses shall be apportioned, levied and assessed to and upon the Owners; each Owner's portion shall be equal to the amount obtained when the total budgeted Common Expenses is multiplied by the Unit Factor for the Owner's Unit and divided by the total Unit Factors (excluding any Unit Factor in respect to any Unit owned or registered in the name of the Corporation) as shown on the Condominium Plan or in accordance with any redivision plan. No assessment shall be levied against any Unit owned by or registered in the name of the Corporation. In addition thereto, the Board may levy and assess the Owners in like proportion for costs and charges for Common Expenses, estimated or incurred. If the amounts so estimated prove inadequate for any reason, including non-payment of an Owner's assessment, the Board may at any time, and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided.
- (b) Each Owner shall be obligated to pay any and all assessments made pursuant to this provision to the Board or the Manager to the account of the Corporation, as directed by notice, in equal monthly instalments on or before the first day of each month during the fiscal year for which such assessment is made or in such other manner as the Board or the Manager with the consent of the Board (as the case may be) shall

designate, and further pay Interest on all assessments or payments in arrears at the rate of five (5%) percent per annum added to the prime rate of the Bank of Canada (or such other bank designated by the Board from time to time), compounded monthly, calculated from the due date 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, and any legal costs incurred by the Corporation shall be payable by that Owner on a solicitor and his own client basis. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

- (c) In these Bylaws, assessments for Common Expenses may sometimes be referred to as Condominium Fees.
- (d) The omission by the Board before the expiration of any fiscal year, to fix the assessments hereunder for that year or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligations to pay the assessments, or any instalments thereof for that or any subsequent year, but the monthly instalments for the preceding fiscal year shall continue until new instalments are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of use or enjoyment of any of the Common Property or any Unit owned by or registered in the name of the Corporation or by vacating or abandoning his Unit.

**81. DEFAULT IN PAYMENT OF ASSESSMENTS AND LIEN
FOR UNPAID ASSESSMENTS, INSTALMENTS AND PAYMENTS**

- (a) The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid Condominium Fees, instalment or payment (including Interest on arrears) due to the Corporation in respect of his Unit, which lien shall be a first and paramount lien against such estate or interest subject only to the rights and priorities of the Mortgagee under any mortgage registered against such Unit prior to the date that the assessment, instalment or payment fell due and the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit title or interest of such Owner but subject also to the provisions of the Act, and the *Land Titles Act* of Alberta. The Corporation shall have the right to file a caveat against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid Condominium Fees, instalment or payment, provided that each such caveat shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. The defaulting Owner shall pay, on an indemnification basis, to the Corporation the Corporation's solicitor and his own client costs incurred

in preparing and registering the caveat and in discharging the caveat. The Corporation shall not be obligated to discharge any caveat until all arrears of the Owner, including Interest and all such legal costs are fully paid. As further and better security, each Owner responsible for any such unpaid Condominium Fees, instalment or payment which is in arrears for more than thirty (30) days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof providing for their payment on demand with Interest, or such other rate of interest as may be approved by Special Resolution, calculated from the due date 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, and any legal costs incurred by the Corporation shall be payable by that Owner on a solicitor and his own client indemnification basis. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

- (b) Any other Owner or person, firm or company whatsoever may pay any unpaid Condominium Fees, instalment or payment (plus Interest and costs if any) 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 being made, such person, firm or company shall have a first and paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- (c) Notwithstanding any other term, condition or provision herein contained or implied, each unpaid Condominium Fee, instalment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same, and the Corporation shall be entitled to recover its legal costs on a solicitor and his own client indemnification basis.
- (d) The Board may, by resolution, accelerate all payments in the balance of the budgetary year from any Owner in arrears, and all such payments shall become due and payable forthwith and may be collected in the manner as set out in these Bylaws, including all legal costs of the Corporation on a solicitor and his own client indemnification basis.

82. COLLECTION OF CONTRIBUTIONS

The Board, on behalf of the Corporation, may collect the Condominium Fees by monthly instalments and may require post-dated cheques. The monthly instalments may be accelerated as provided for in the Bylaws.

83. CONDOMINIUM FEE PRIORITY

Should the Corporation file a caveat for unpaid Condominium Fees, it shall be entitled to maintain and shall maintain a priority (except as otherwise provided herein) over all other claims and the caveat may be enforced as contemplated under Section 39 of the Act.

84. VIOLATION OF BYLAWS

Any infraction, violation or default of these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, enjoined, remedied, or cured by the Corporation (including without restriction, by an action for specific performance, damages and/or injunctive relief) and any fines, costs or expenses expended or incurred by the Corporation in correcting, remedying, enjoining or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of that Owner's Condominium Fees and shall bear Interest until paid.

85. RECOVERY OF COSTS

The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money, including its costs on a solicitor and his own client indemnity basis, which the Corporation is required to expend as a result of any act or omission by an Owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any resolutions established pursuant to these Bylaws and there shall be added to any judgment all costs of such action including indemnification of the Corporation's legal costs as between solicitor and his own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

86. CHANGE OF LEGISLATION

Should the Act change in the future, then these Bylaws shall, in the future, adopt any and all changes to the Act and specifically adopt those changes to the Act which are required to be adopted to enable the Corporation to operate, at all times, within the full power of the Act and to use all remedies available to it pursuant to the Act.

87. REALTY TAXES

The realty taxes and other municipal and governmental levies or assessments against the land, including improvements, comprising all or any part of the Parcel shall be assessed and imposed in accordance with the provisions of the Act. 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 amongst all the Owners in the same manner as Common Expenses are apportioned.

88. NON-PROFIT CORPORATION

The Corporation is not organized for profit.

89. MORTGAGEE PROTECTION

Notwithstanding any other provision hereof, the Corporation's lien, charge or security provided for in these Bylaws shall be subject always and subordinate to, and shall not affect the rights of the holder of any mortgage registered against a Unit prior to the recording of the Corporation's lien or charge upon the Unit title, and the Corporation or the Board shall, upon the request of such registered Mortgagee, at the expense of the Corporation (which shall be recoverable from the Owner in arrears), execute and deliver such postponements, agreements or instruments of subordination as the Mortgagee shall reasonably require to fully and effectively establish or maintain its priority over the Condominium Fees, instalments or payment due to the Corporation, unless otherwise stipulated by statute or law.

90. DEVELOPER USE OF UNITS/COMMON PROPERTY

Notwithstanding anything to the contrary in the Bylaws, the Developer shall have including :

- (a) the right to carry on all sale functions it considers necessary from such Units the right to place signs on the Parcel relating to the sales of Units within the Parcel;
- (b) the unfettered right to use the Common Property or any Unit owned by or registered in the name of or to be owned by or registered in the name of the Corporation;

The Developer shall be entitled to make reference to the project on this Parcel, and its location and amenities in any of its promotional operations in respect to the said project or any other project of the Developer. The rights of the Developer in this Bylaw may not be altered in any way without the written consent of the Developer.

91. DEVELOPER EXEMPTION FROM BYLAWS

Bylaws 9(d), 43(b), 43(d), 50, 56 and 63 shall not apply to the Developer. Notwithstanding the generality of the foregoing, these Bylaws shall only apply to the Developer and any Unit owned by it upon written notice to the Developer by the Board. Where the Developer seeks the enforcement or benefit of any provision of the Bylaws, such right or benefit may be enforced by and through the Corporation as trustee on its behalf and notwithstanding that the Corporation may also be a party to those proceedings in which the Corporation seeks enforcement of such rights.

92. EASEMENTS

Each Owner acknowledges and agrees that they are bound by the provisions of Sections 22, 23 and 24 of the Act respecting easements. In addition, each Owner further agrees that there is implied in respect of each Unit shown on the Condominium Plan and with respect to each Unit:

- (a) in favour of the Owner of the Unit and as appurtenant to the Unit, an easement for the subjacent and lateral support of the Unit by the Common Property and by every other Unit capable of affording support;
- (b) in favour of the Owner of the Unit, and as appurtenant to the Unit, an easement for the shelter of the Unit by the Common Property and every other Unit capable of affording shelter;
- (c) in favour of the Owner of the Unit, and as appurtenant to the Unit, an easement and right of way over every other Unit to the extent necessary for the placement, replacement, operation, inspection, maintenance and repair of a perimeter fence, if any, as originally constructed around the Parcel by the Developer and road works, and by the Developer for the passage or provision of water, sewage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio, sprinklers and television services through or by means of any pipes, wires, cables or ducts now or hereafter in or on the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit;
- (d) in favour of the Owner of the Unit, and as appurtenant to the Unit, easements for access to and use and enjoyment of decks and driveways to the extent to which those decks and driveways are capable of being used in connection with the enjoyment of the Unit;
- (e) as against the Owner of the Unit, an easement, to which the Unit is subject, for the subjacent and lateral support of the Common Property and of every other Unit capable of enjoying support;

- (f) as against the Owner of the Unit, an easement, to which the Unit is subject, to provide shelter to the Common Property and every other Unit capable of enjoying the shelter;
- (g) as against the Owner of the Unit, an easement and right of way, to which the Unit is subject, in favour of every other Unit to the extent necessary for the placement, replacement, operation, inspection, maintenance and repair of a perimeter fence, if any, as originally constructed around the Parcel by the Developer and road works, and for the passage or provision of water, sewage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio, sprinklers and television services through or by means of any pipes, wires, cables or ducts now or hereafter in or on the Unit, as appurtenant to the Common Property and also to every other Unit capable of enjoying those easements; and
- (h) as against the Owner of the Unit, easements, to which the Unit is subject, for the access to and use and enjoyment of decks and driveways as appurtenant to the adjacent Units.

93. UTILITIES

The owner of any utility service who is providing its service to the Parcel, or to any Unit, is entitled to the benefit of any of those easements contained in the immediately preceding Bylaw that are appropriate to the proper provision of that service, but not to the exclusion of the owner of any other utility service.

94. ANCILLARY EASEMENT RIGHTS

All ancillary rights and obligations reasonably necessary to make an easement effective apply in respect of easements set out herein, including the right of an Owner of any dominant tenement to enter a servient tenement and replace, renew or restore anything the dominant tenement is entitled to benefit from.

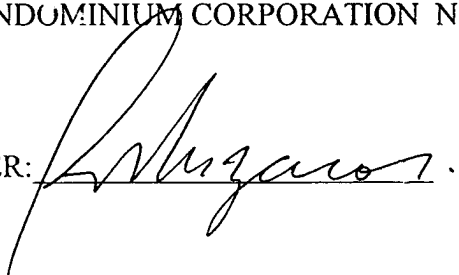
95. PRIVACY AREAS

- (a) The Board shall be deemed to have designated and assigned to each Owner the exclusive use of an area adjacent and affixed to his Unit, which shall constitute privacy areas granted to him in accordance with the terms of By-Law 8 (f). Any landscaping or decoration of balconies or patios may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of any such approved landscaping or decoration shall be the sole responsibility of those owners who have their exclusive use;

- (b) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such privacy areas assigned or designated by it hereunder;
- (c) Any such privacy area shall be kept in good and clean order at the sole expense of the Owner to whom it has been assigned provided that the Board shall be responsible for structurally maintaining balconies, patio decks, fences and railings to a standard considered reasonable by the Board. If the Owner shall fail to properly maintain any such privacy area assigned to him after ten (10) days notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay Interest thereon after demand for payment. The term "privacy area" does not include any fence, rail or similar structure bordering on any designated privacy area;
- (d) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of a privacy area to any owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of any privacy area for the purpose of carrying out any of the duties or functions of the Corporation.

Enacted this 28th day of November, 2002.

THE CONDOMINIUM CORPORATION NO. 0213109

PER: 

FORM 3

CONDOMINIUM PROPERTY ACT

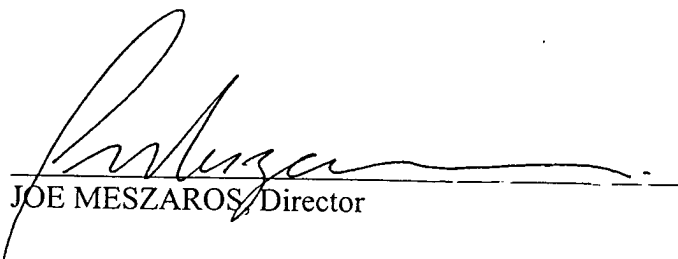
SECTION 32
R.S.A. 2000, C-22
(FORMERLY SECTION 26
R.S.A. 1980, C-22)

NOTICE OF CHANGE OF BY-LAWS

Condominium Corporation Plan No.0213109 hereby certifies that by Special Resolution passed on the 28th day November, 2002 the By-Laws of the Corporation were added to, amended or appealed as follows:

"That the By-Laws set forth in Appendix I of the *Condominium Property Act* of Alberta be repealed and that the attached By-Laws be enacted as the By-Laws of the Condominium Corporation."

The Seal of Condominium Corporation Plan No.0213109 was affixed hereto on the 28th day of November, 2002 in the presence of


JOE MESZAROS, Director