

**BY-LAWS
OF
THE OWNERS: CONDOMINIUM PLAN NO. 9912996**

THESE BY-LAWS HAVE BEEN PASSED BY THE OWNERS: CONDOMINIUM PLAN NO. 9912996 FOR THE PURPOSE OF REPLACING AND SUBSTITUTING THE CURRENT BY-LAWS BEING REGISTERED AS INSTRUMENT NO. 991364584 AS AMENDED BY INSTRUMENT NO. 181247173.

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BARELAND CONDOMINIUM PLAN NO. 9912996

BY-LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 9912996

**IN SUBSTITUTION FOR APPENDIX 1 BY-LAWS
OF THE CONDOMINIUM PROPERTY ACT**

DEFINITIONS

1.1 In these By-Laws unless the context or subject matters requires a different meaning:

- a. “Act” means the CONDOMINIUM PROPERTY ACT, Revised Statutes of Alberta, 2000, Chapter C-22 as amended from time to time or any statute or statutes passed in substitution therefor;
- b. “Architectural Standards” means those specifications for design and appearance as prescribed in the Restrictive Covenant attached hereto as Schedule “A”;
- c. “Board” means the Board of Managers of the Corporation;
- d. “Building” means any residential dwelling constructed on a Unit and forming an integral part thereof;
- e. “By-Laws” means the By-Laws of the Corporation, as amended from time to time;
- f. “Common Expenses” means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-Laws;
- g. “Common Property” means those portions of the Condominium Plan which are designated “Common Property”, so much of the parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan, such additional portions of the Parcel not designated as a Unit as shall from time to time be designated Common Property by the Developer and any Unit acquired for common use of the Owners and Occupants of the Project as herein provided for and shall also include any Fences built by the Developer on the Project;
- h. “Condominium Plan” means the bare land plan registered at the Land titles Office under the Act as No. 9912996;
- i. “Corporation” means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is “The Owners: Condominium Plan No. 9912996;

- j. "Developer" means TREELINE LTD. or any successor or assign thereof;
- k. "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on ordinary resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these By-Laws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- l. "Interest Rate" means that rate of interest per annum 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 in Lethbridge of a Canadian chartered bank or Alberta Treasury Branch with which the Corporation conducts its banking business at that time plus Four (4%) Percent on the earliest date on which any portion of the said monies becomes due and payable by an Owner;
- m. "Manager" means any property manager contractually appointed by the Board;
- n. "Managed Property" means the Common Property and all those parts of the Units including the portions of the Buildings thereon which, pursuant to these By-Laws, the Corporation is required to administer, control, manage, maintain and repair as if the same were Common Property;
- o. "Occupant" or "Tenant" means the rightful and lawful occupant or lessee of a Building or Unit, whether or not the Occupant is an Owner, and includes all family members, invitees, licensees, servants and guests of such Occupant or Tenant;
- p. "Ordinary Resolution" means, unless otherwise defined in the Act, a resolution:
 - i. passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act or the By-laws; or
 - ii. signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing more than 50% of the total Unit Factors for all the Units;
- q. "Owner" means a person who is registered as the owner of the fee simple estate in a Unit and where the term "Owner" is used in By-Law 62, that term includes a Tenant;
- r. "Parcel" means the land comprised in the Condominium Plan;

- s. “Project” means all of the real and personal property and fixtures comprising the parcel, land and buildings which constitute the Units and Common Property;
- t. “Regulation” means the regulations under the Act, as amended or replaced from time to time;
- u. “Restrictive Covenant” means that Restrictive Covenant and Easement annexed hereto as Schedule “A” to be registered against title to all of the Units;
- v. “Special Resolution” means, unless otherwise defined in the Act, a resolution:
 - i. passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than 75% of the total unit factors for all the Units; or
 - ii. agreed to in writing by not less than 75% of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing not less than 75% of the total Unit Factors for all the Units;
- w. “Spouse” includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- x. “Standard Insurable Unit Description(s)” or “SIUD(s)” means one or more standard insurable unit descriptions, which describes the standard fixtures and finishing of the interior living spaces within the buildings on each individual Unit, as registered at the Land Titles Office from time to time;
- y. “Unanimous Resolution” means a resolution:
 - i. passed unanimously at a properly convened meeting of the Corporation by all the persons entitled to exercise the power of voting conferred by the Act or these By-Laws representing the total Unit Factors for all 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 these By-Laws and representing the total Unit Factors for all Units;
- z. “Unit” means land that is situated within the Parcel and is described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the SURVEYS ACT of Alberta respecting subdivision surveys;

aa. "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described and set forth on the Condominium Plan.

DEFINITIONS - INTERPRETATION

1.2 Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-Laws and other expressions used in these By-Laws and not defined in the Act or in these By-Laws have the same meaning as may be assigned to them in the LAND TITLES ACT of Alberta or the LAW OF PROPERTY ACT of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefor.

NUMBER AND GENDER

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

MISCELLANEOUS PROVISIONS

2. a. HEADINGS

The headings used throughout these By-Laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any By-Law;

b. RIGHTS OF OWNERS

The rights and obligations given or imposed on the Corporation or the Owners under these By-Laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;

c. CONFLICT WITH ACT

If there is any conflict between the By-Laws and the Act or the Regulation, the Act or the Regulation, as the case may be, prevails;

d. SEVERABILITY

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

e. EXTENDED MEANINGS

- i. If and whenever reference hereunder is made to "repair" it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for anything to which such repair could be made;
- ii. Whenever reference hereunder is made to the "Act", it is hereby implied and extended to include the Regulation in its meaning, were the context requires;

DUTIES OF THE OWNER

3. 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 an emergency when no notice is required), to come onto his Unit and to enter any Building thereon 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 and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities, or for the purpose of maintaining, repairing or renewing Common Property and Managed Property, or for the purpose of ensuring that the By-Laws 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 metres 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 municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- c. duly and properly repair and maintain and when required, replace:
 - i. the interior of the Building on his Unit and all improvements and additions thereto;
 - ii. all windows (which includes all glass, sashes and sliding glass doors but excludes structural frames) and wash all of the windows that are accessible to the Occupant;
 - iii. all wood, patio, metal and screen doors and all structural components and hardware relating to all doors;

- iv. his mailbox;
- v. his door bell buttons;
- vi. all light fixtures and their bulbs attached to the exterior of the Building;
- vii. any interior wall or ceiling mounted air conditioning equipment that provides cooled air to his residential Unit;
- viii. garage doors and openers, if any; and
- ix. all pipes, wires, cables, ducts, conduits, plumbing, sewers and lines for utilities within the Building;

BUT EXCLUDING the painting of the exterior surface or finishing of the outside any access doors and all other outer boundaries, walls and other outside surfaces and roofs and eaves troughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit, and keep his Unit in a state of good repair, except such maintenance, repairs and damages as are insured against by the Corporation or for which the Corporation is responsible pursuant to these By-Laws;

- d. 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 Owner 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 and the provisions of By-Law 58 shall apply;
- e. not make any repairs, additions or alterations to the Common Property, the Managed Property, the exterior of the Building (including interior and exterior 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;
- f. use and enjoy his Unit and the Common Property in accordance with these By-Laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- g. not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;

- h. not do any act or permit any act to be done or alter or permit to be altered, his Unit (or any Buildings thereon) in any manner whatsoever, or which will alter either of the appearance or grade of his Unit or of any other Units or the appearance of any Building thereon;
- i. not do or 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;
- j. notify the Corporation forthwith upon any change of Ownership or of any mortgage, lease or other dealing in connection with his Unit;
- k. comply strictly with these By-Laws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all adult Occupant of and visitors to his Unit to similarly comply;
- l. pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;
- m. permit the Corporation, its representatives and persons authorised by the Corporation, to enter his Unit to carry out maintenance and repair work required to be performed in maintenance and betterment of the Project generally;
- n. not damage or destroy any of the fences constructed by the Developer on the Project;
- o. water the lawn areas in front of their Unit, including the boulevard, and the fenced back yard of their Unit, to keep the grass alive, green and reasonably attractive, during such times of the year as a lawn may reasonably be expected to benefit from watering, to such a standard as may be determined by the Corporation from time to time in its sole discretion.

DUTIES OF THE CORPORATION

- 4. In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board SHALL:
 - a. control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth), the Managed Property, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire condominium project;

- b. do all things required of it by the Act, these By-Laws and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to uphold these By-Laws;
- c. maintain and repair (including renewal where reasonably necessary) exterior lighting, all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities except within each Building existing in the parcel;
- d. provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-Laws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a certified copy of the policy or policies of insurance effect by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;
- e. subject to any obligations imposed by the By-Laws or by the Corporation upon any Owners to maintain any part of the Common Property or a Unit, clean, maintain and repair the exterior or outside surfaces of the Buildings (excluding windows, sashes, sliding glass doors, the washing of windows that are accessible to an Occupant, the interior surface of access doors, all structural components and hardware relating to all doors, the mailbox, screen doors, door bell buttons, light fixtures and their bulbs attached to the exterior of the residence, interior air condition equipment and garage doors and openers, all of which shall be the responsibility of an Owner) but including the repair of any leakage around windows and the maintenance and repair of all other outside accoutrements that affect the appearance, useability, value or safety of the parcel or the Buildings and the Common Property including the structural maintenance of any area outside the Building and all landscaping, common sidewalks, driveways, roadways, any entry gate and mechanism and the garbage enclosure and including all concrete, balcony walls, rails, fencing and related posts and maintain and repair the Common Property and the Managed Property, and all utility services within, on, in, under or through the Units and Common Property, including the underground sprinkler system;
- f. collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account with a Canadian chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the CREDIT UNION ACT of Alberta;
- g. provide and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from

time to time to be fair and prudent for a replacement reserve fund and the replacement reserve fund shall be an asset of the Corporation;

- h. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the parcel, the Corporation and the Owners as to the Board may seem justifiable in the management or administration of the entire condominium project;
- i. remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property or the Units designated for vehicular or pedestrian traffic or outside parking and keep and maintain in good order and condition all grassed or landscaped areas of the Managed Property and the Common Property, EXCEPT the Corporation shall not be required to water the lawn areas described in By-Law 3o.;
- j. provide adequate garbage receptacles or containers on the Common Property or the Managed Property for use by all the Owners and provide for regular collection therefrom;
- 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 and approvals provided to the Corporation and any other prescribed documents pursuant to Section 44 of the Act;
- l. not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipally or local authority;
- m. establish and maintain lawns, trees and shrubs and other landscaping on the Managed Property and the Common Property and any other property, if any, adjacent to the Parcel which the Corporation is to maintain and promptly replace on a continuing basis, any lawns, trees or shrubs which die, EXCEPT the Corporation shall not be required to water the lawn areas described in By-Law 3o.;
- n. regulate watering of the lawn areas described in By-Law 3o. by ensuring the Owners adequately water such lawn areas to a degree which is consistent with the integrity and balance of the overall project, which the Corporation shall determine in its sole discretion;
- n. control and regulate parking areas and roadways on the Project at the discretion of the Board, including but not limited to leasing to any person, firm or corporation any excess parking stalls, provided that each Unit for which a Unit Owner has requested a parking stall has been allocated one such parking stall;

- o. maintain in good repair the fences constructed by the Developer on the Project.

POWERS OF THE CORPORATION

- 5. In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, MAY and is hereby authorized to:
 - a. purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by special resolution of the Corporation;
 - b. borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of 15% of the current year's Common Expenses budget has been approved by special resolution;
 - c. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
 - d. invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
 - e. make an agreement with an Owner, Tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof;
 - f. grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or the Managed Property, any such grant to be determinable on reasonable notice, unless the Corporation by special resolution otherwise resolves;
 - g. make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Managed Property and the Common Property and do all things necessary for the enforcement of these By-Laws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;
 - i. in the event that the Board wishes to enact any new rule or regulation, at least 30 days before such new rule or regulation is to come into effect, the Corporation shall provide written notice of the new rule by either delivering it to each occupied Unit or posting it in an open and conspicuous Common Area to which all Owners and Occupants have access and by serving written notice

of the new rule on all Owners who do not reside on the Project. Notwithstanding such 30-day period, any new rule or regulation which addresses a safety concern, a security concern or an emergency, and ceases to apply when the safety concern, security concern or emergency no longer exists may come into effect immediately upon notice of the new rule or regulation being provided;

- h. determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- i. raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit factors for their respective Units or as otherwise herein provided;
- j. charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- k. pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by ordinary resolution at a general meeting;
- l. join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- m. do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the By-Laws;
- n. subject to any limitations and prohibitions contained in the Act, these By-Laws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the BUSINESS CORPORATIONS ACT of Alberta (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person;
- o. purchase, acquire, own and operate real property (provided such real property is a Unit) for the general use or benefit of the Owners, and acquire and grant (as the case may be) rights to joint access or mutual use (including entering into and observing and performing any agreement for joint or mutual administration and management thereof) to shares services or facilities;
- p. determine whether the lawn areas under By-Law 3o. are adequately watered in accordance with By-Law 4n., and in the event the Corporation determines a lawn area is not adequately watered, it may provide a seventy-two (72) hour notice (such notice shall set out fee(s) for non-compliance) to the relevant Owner to remedy the matter, and if such Owner fails to adequately water the lawn area within the notice period, the

Corporation may have the lawn area watered and charge the Owner a fee, as set out in the notice. The Board may, from time to time, determine a fee or schedule of fees (to compensate the Corporation for anticipated expenses associated with having an Owner's lawn area watered) to be set out in the notice under this By-Law 5p.

THE CORPORATION AND THE BOARD

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

NUMBER ON BOARD

7. During the initial existence of the Corporation and prior to the first annual general meeting of non-Developer Owners, the Board shall consist of two nominees of the Developer. Thereafter, the Board shall consist of not less than three nor more than seven Owners or spouses of Owners or representatives of mortgagees who have notified their interest to the Corporation and the Board shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting). The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting just prior to the election of the Board. A Board member must be 18 years of age or older. Where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at any point in time.

RETIREMENT FROM BOARD

8. At each annual general meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

ELIGIBILITY FOR ELECTION TO BOARD

9. A retiring member of the Board shall be eligible for re-election. Any prospective member of the Board shall, as a condition of his nomination, make full disclosure of any potential conflict of interest and any direct or indirect relationship he or she may have with the Corporation either contractual, financial or employment related.

REMOVAL FROM BOARD

10. Except where the Board consists of all of the Owners, the Corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual general meeting.

CASUAL VACANCY ON BOARD

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

QUORUM FOR BOARD

12. A quorum of the Board is two where the Board consists of four or less members, three where the Board consists of five or six members and four where it consists of seven members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

OFFICERS OF THE CORPORATION

13. At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two offices.

CHAIRMAN OF BOARD MEETINGS

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

DUTIES OF OFFICERS

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

VOTES OF BOARD

16. At meetings of the Board all matters shall be determined by simple majority vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

FURTHER POWERS OF BOARD

17. The Board MAY:

- a. meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- b. appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- c. subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d. obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (including but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms of the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation, the contract shall require the Manager to arrange or maintain a fidelity bond owned by and in the name of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:
 - i. the total amount of any replacement reserve funds in the hands of or controlled by the Manager; and

- ii. one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all Units in the Project (excluding any special contributions) whichever is greater; and
- iii. a sum representing the average monthly amount of cash in the control of the Manager;

at all times when the Board consists only of nominees of the Developer, no such contract shall provide for an initial term in excess of two (2) years and the termination provisions of Sections 17 and 17.1 of the Act shall apply thereto;

- e. enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee;
- f. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these By-Laws, subject to the maximum permissible fees under the Regulation, and specifically under Section 20.53 of the Regulation.

ADDITIONAL DUTIES OF THE BOARD

- 18. The Board SHALL:
 - a. subject to any valid restrictions imposed or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
 - b. keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interest to the Corporation;
 - c. cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interest to the Corporation;
 - d. cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
 - e. prepare, or cause to be prepared, proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
 - f. maintain financial records of all the assets, liabilities and equity of the Corporation;

- g. on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a convenient time;
- h. each year to cause Financial Statements to be prepared in accordance with Generally Accepted Accounting Principles and distributed to each Owner and to each mortgagee who has, in writing, notified its interest to the Corporation to receive such Financial Statements. Such Financial Statements shall show the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation. Accounts of the Corporation shall be audited by an independent chartered accountant only if required by a Special Resolution, and in such an event, the report of the auditor shall be submitted to the Annual General Meeting of the Corporation for the fiscal year of the Corporation in which the Special Resolution was passed;
- i. keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- j. within fifteen (15) days of a person becoming or ceasing to be a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- k. file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

DEFECTS IN APPOINTMENT TO BOARD

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

VACATING OFFICE OF BOARD MEMBER

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

- a. by notice in writing to the Corporation resigns his office; or
- b. dies; or
- c. is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner; or
- d. becomes bankrupt; or

- e. is found lunatic or becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the MENTAL HEALTH ACT; or
- f. is convicted of an indictable offence for which he is liable to imprisonment; or
- g. is absent from meetings of the Board for a continuous period of three (3) months or three (3) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated; or
- h. he ceases to qualify for membership pursuant to By-Law 7; or
- i. in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors if any proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or
- j. is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- k. commences any legal proceedings against the Board or the Corporation.

SIGNING AUTHORITIES

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

CORPORATE SEAL

- 22. The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his signature shall be sufficient for the purposes of this By-Law, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this By-Law.

ANNUAL GENERAL MEETINGS

- 23. The first annual general meeting of the non-Developer Owners shall be held within the time prescribed by the Act. Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. Within sixty (60) days after an Annual General

Meeting, the Corporation must provide each Owner and Mortgagee with the approved minutes, or draft minutes if no minutes have been approved, of the Annual General Meeting.

EXTRAORDINARY GENERAL MEETINGS

24. All general meetings other than annual general meetings shall be called extraordinary general meetings.

CONVENING EXTRAORDINARY GENERAL MEETINGS

25. The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing no less than 33.3% of the total Unit factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit factors represent not less than 33.3% of the total Unit factors or a combination of such Owners or mortgagees entitled to vote with respect to 33.3% of the total Unit factors convene an extraordinary general meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

NOTICE OF GENERAL MEETINGS

26.

- a. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these By-Laws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat.
- b. In computing the number of the days of notice of a general meeting required under these By-Laws, the day on which the notice is deemed to have been received and the date of the meeting shall be counted.
- c. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

NOTICE OF ANNUAL GENERAL MEETINGS

26.1 Subject to the Act and the Regulation, no less than fourteen (14) days prior to the day on which an Annual General Meeting is to be convened, the Corporation must provide to all Owners and mortgagees that have notified the Corporation of their interest:

- a. written notice of an Annual General Meeting;

- b. copies of financial statements, in accordance with Canadian Generally Accepted Accounting Principles;
- c. an annual report on the reserve fund;
- d. the annual budget; and
- e. the general nature of special business.

NOTICE OF EXTRAORDINARY GENERAL MEETINGS

26.2 Subject to the Act and Regulation, no less than fourteen (14) days prior to the day on which an Extraordinary General Meeting is to be convened, the Corporation must provide to all Owners and mortgagees that have notified the Corporation of their interest:

- a. written notice of an Extraordinary General Meeting;
- b. the purpose for which the meeting is being convened;
- c. the proposed wording of any resolution; and
- d. the general nature of special business.

PROCEEDINGS AT GENERAL MEETINGS

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

QUORUM FOR GENERAL MEETINGS

28. Save as in these By-Laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter (1/4) of the persons entitled to vote representing not less than one-quarter (1/4) of the Unit factors present in person or by proxy shall constitute a quorum.

ADJOURNMENT FOR LACK OF QUORUM

29. If within one-half hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting the persons entitled to vote who are present shall be a quorum.

CHAIRMAN FOR GENERAL MEETINGS

30. The President of the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

ORDER OF BUSINESS FOR GENERAL MEETINGS

31. The Order of Business at general meetings, and as far as is appropriate at all extraordinary general meetings shall be:

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

VOTING BY SHOW OF HANDS

32. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for

matters requiring a special resolution or unanimous resolution, all matters shall be determined by ordinary resolution.

POLL VOTES

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

VOTING CALCULATION

34. On a show hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit factors for the respective Units owned or mortgaged to them.

VOTES PERSONALLY OR BY PROXY

35. Votes at any general meeting may be given either personally or by proxy.

PROXIES

36.

- a. 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. A proxy need not be an Owner, but shall be subject, however, to exclusions as provided in these By-laws, the Act and the Regulation.
- b. A proxy is invalid if it is given to a minor or a person other than an individual. Further, a proxy is invalid if it is given to a condominium manager or employee of either the Corporation or a management company retained by the Corporation, unless the proxy contains a limitation that it was given only for the purposes of establishing quorum for a meeting.
- c. A proxy expires on the earliest of:
 - i. the expiry date set out in the proxy;
 - ii. six (6) months from the date on which the proxy was given; and
 - iii. the date on which the person who gave the proxy ceases to be an Owner or a mortgagee, that has notified the Corporation of its interest, of the Unit in respect to which the proxy was given.

ELIGIBILITY TO VOTE

37. Except in cases whereby or under the Act a unanimous resolution or special resolution is required, no Owner is entitled to vote at any general meeting unless all assessments payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to By-Law 28.

VOTE BY CO-OWNERS

38. a. Co-owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-owners are not entitled to vote separately on a show of hands except when a unanimous resolution is required by the Act, but any one co-owner may demand a poll;

b. On any poll, each co-owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

RESOLUTION OF THE OWNERS

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

SUCCESSIVE INTERESTS

40. Where Owners are entitled to successive interests in a Unit the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll. Section 26 of the Act applies with respect to successive interests, beyond those interests outlined in this By-Law 40.

TRUSTEE VOTE

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

VOTING RIGHTS OF MORTGAGEE

42. Notwithstanding the provisions of these By-Laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or

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

VIOLATION OF BY-LAWS

43. a. Any infraction or violation of or default under these By-Laws or any rules and regulations established pursuant to these By-Laws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client on a full indemnity basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner and for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid;

b. The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or Tenants, which violates these By-Laws or any rules or regulations established pursuant to these By-Laws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a 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;

c. In addition, the Corporation may exercise the powers provided for in Section 36 of the Act.

SANCTIONS

43.1 a. Before imposing a sanction on a person who fails to comply with a By-law, the Corporation must serve a notice of proposed sanction on the person. In the event of any infraction, violation of, default under, or breach of these By-laws on the part of an Owner or Occupant, the Corporation may provide written notification of proposed

sanction for such infraction, violation, default, or breach which shall contain the following information:

- i. the Unit number associated with the failure to comply with the Bylaw;
- ii. the name of the person subject to the proposed sanction, if known;
- iii. the provision of these Bylaws that has not been complied with;
- iv. in respect of non-compliance with a rule, the rule that has not been complied with;
- v. the date and time of the non-compliance, if applicable;
- vi. other relevant particulars of the failure to comply;
- vii. if applicable, the maximum monetary sanction for non-compliance with the Bylaw, including pursuant to By-Law 43.1c. below;
- viii. a description of corrective or other action, if any, that must be taken in respect of the non-compliance, including pursuant to By-Law 43.1b. below; and
- ix. the deadline for taking the required actions or providing a written response to the notification, being a period of not less than three (3) days, if any;

and shall be delivered to the Owner of the respective Unit, along with a copy to his Occupants as may be required.

- b. Any infraction, violation, default for which the Corporation has provided written notification of proposed sanction pursuant to paragraph a. above that has not been corrected, remedied or cured, or a satisfactory written response has not been provided to the Corporation, within the period determined in accordance with By-Law 43.1a.ix, having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client on a full indemnity basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid. Prior to imposing such sanction, the Corporation shall provide written notification of sanction, including:

- i. in respect of a monetary sanction, the amount of the sanction and the instructions and the deadline for payment of the sanction;
- ii. in respect of a sanction other than a monetary sanction, a description of the sanction and the date and time at which it comes into effect;
- iii. reasons for issuing the sanction; and
- iv. the date of the board resolution approving the sanction.

Prior to imposing a sanction on a Tenant, the Corporation shall provide the Owner of the Unit with copies of the notice of proposed sanction under By-Law 43.1a. and notice of sanction under this By-Law 43.1b.

- c. In addition, the Corporation may also recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees, Occupants or Tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws and for which prior written notice has been given by the Corporation, in accordance with By-Law 43.1a., and there shall be added to any judgment, all costs of such action including costs as between a solicitor and his own client on a full indemnity basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.
- d. In addition, the Corporation may also exercise the powers provided for in Section 35 and Section 36 of the Act, and accordingly, if the Board determines that a breach or violation of any of these By-laws has occurred or is occurring, the Board may impose a penalty by fine, except for failure to comply with a rule or regulation or the Corporation, as follows:
 - i. for a first breach or infraction of a By-law by an Owner or Occupant, the Board may impose a penalty by fine on such Owner or Occupant, not to exceed \$500.00 or such other greater amount permitted under the Act;
 - ii. for a second breach or infraction of a By-law by an Owner or Occupant, the Board may impose a penalty by fine on such Owner or Occupant, not to exceed \$1,000.00 or such other greater amount permitted under the Act;
 - iii. for a third (or subsequent) breach or infraction of a By-law by an Owner or Occupant, the Board may impose a penalty by fine on such Owner or Occupant, not to exceed \$1,000.00 or such other greater amount permitted under the Act;

- iv. if the breach or infraction of a By-law by an Owner or Occupant is in the determination of the Board a continuous infraction or violation of the By-law, the Board may impose a penalty by fine on such Owner or Occupant, not to exceed \$500.00 or such other greater amount permitted under the Act for the first week for the first instance of non-compliance and \$1,000.00 or such other greater amount permitted under the Act for each subsequent week or each week of any subsequent continuing non-compliance. (Each day of a continuing breach shall be deemed a contravention of a By-law).

The foregoing penalties shall be payable immediately by an Owner or Occupant in accordance with the notice provided under By-Law 43.1b.

- e. The Corporation may suspend, revoke and deny during such period of breach or default of the By-laws (including, without limitation, any and all periods determined by the Board in censure of such Owner or Occupant and which may be imposed until all other penalties are satisfied), the rights and privileges of the Owner or Occupant in default or breach of the By-laws, to use, enjoy and generally have access to any or all common facilities in the Project, as may be directed by the Board.
- f. The rights and remedies of the Corporation as set forth in this By-Law 43.1 are supplemental to and not in substitution for any other rights or remedies that the Corporation may have under these By-laws, the Act and the regulations under the Act, at law or at equity, or otherwise. The Corporation may exercise, employ or pursue its rights and remedies under these By-laws including, without limitation, the rights and remedies under this By-Law 43.1, either selectively, cumulatively or consecutively, and the election by the Corporation to pursue or employ any one right or remedy or to pursue or employ several rights or remedies together shall not constitute an election by the Corporation to abandon any of its other rights or remedies, none of which are waived by the Corporation.
- g. To the extent that, pursuant to this By-law 43.1, any Owner is or becomes indebted to the Corporation, by fine or otherwise, such indebtedness shall be and is hereby deemed to be an unpaid contribution to administrative expense on the part of such Owner, and subject to and recoverable under those provisions of the Act providing for the recovery of contributions to administrative expenses, generally.
- h. A notice required to be served under this By-Law 43.1 shall be served in accordance with By-Law 53.
- i. Unless otherwise stated in these By-laws, the Corporation may delegate a power or duty under this By-Law 43.1, including service of notice of proposed sanctions. The Corporation shall not delegate the power to decide to impose a sanction.

AMENDMENT OF BY-LAWS

44. These By-Laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise.

DAMAGE OR DESTRUCTION

45. a. In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of 25% or more of the replacement value of all Buildings on the Units, Managed Property and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary general meeting and give at least ten (10) days' notice by registered mail to all registered mortgagees;

Unless there has been substantial damage and the Owners by special resolution resolve not to proceed with repair or restoration with one hundred (100) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;

Where there has been substantial damage and the Owners resolve by special resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:

- i. any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the parcel; and
- ii. the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect;

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

- b. No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-Laws, whichever is the greater;
- c. Where the Corporation is required to enter a Unit or a Building for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit or Building, and capable of being used in connection with the enjoyment of any other Unit, Building or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit or Building to its former condition, leaving the Unit and Building clean and free from debris;
- d. An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit or Building by his act or omission or by that of any member of his family or his or their guest, servants, agents, invitees, licensees or Tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

INSURANCE

- 46. a. The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
 - i. property insurance with extended coverage endorsement for all perils as stipulated in the Act, including fire, leakage from fire protective equipment, lightning, smoke, windstorm, hail, explosion of natural, coal or manufactured gas, water damage caused by flood, water damage caused by sewer back up or the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or a domestic appliance that is located within an insured building, impact by aircraft, spacecraft, watercraft and land vehicles, riot, vandalism or a malicious act (other than vandalism or a malicious act caused by an Owner to the Unit the Owner owns or by an Occupant or Tenant to the Unit that the Occupant or Tenant occupies) and such perils as the Board shall deem advisable insuring:

1. all of the insurable Common Property;
2. all insurable property of the Corporation, both real and personal of any nature whatsoever;
3. all of the Units, including Standard Insurable Unit Description(s), and all Buildings and improvements and betterments made to the Units and the Buildings by the Corporation (EXCLUDING all improvements and betterments made to the Units and the Buildings by Owners and EXCLUDING fixtures and furnishings not included in the respective Standard Insurable Unit Description(s), and other personal property of each Owner, whether or not installed in the Buildings or on the Units), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds;
 - I. all Owners from time to time;
 - II. all mortgagees who have given written notice of their interests to the Corporation;
 - III. the Corporation; and
 - IV. the Board of Managers and any person referred to in By-Law 17 hereof (hereinafter collectively called the "Insureds") as their respective interests may appear;

- ii. boiler and vessel insurance if any boilers and vessels exist;
- iii. public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or Tenants, incidental to the ownership and/or use of the Common Property and Units and such insurance shall be limited to liability in an amount not less than \$2,000,000.00 inclusive for bodily injury and/or property damage per occurrence;
- v. liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by 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 manager 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 or penalties imposed in a criminal suit or action or for unjustified profit

or advantage or for any wrongful act done or attempted in bad faith or dishonesty;

- vi. corporation insurance that provides coverage from loss directly caused by a fraudulent or dishonest act of a member of the Board, Manager, or employee of the Corporation who handles funds of the Corporation, where one of the beforementioned persons acts alone or in collusion with others with the intent to cause a loss to the Corporation, or improperly obtain a financial benefit for themselves or another person. The amount of coverage to be held by the Corporation with respect to this By-Law 46a.vi., must be reviewed by the Corporation not less than every 2 years, and adjusted if necessary, to comply with the Regulation;
- vii. such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution;

b. Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:

- i. that the policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all Insureds;
- ii. that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such insurance shall be deemed as primary insurance;
- iii. standard mortgage endorsements attached to each such policy;
- iv. a waiver by the insurer of its rights of subrogation against the Corporation, its manager, agents, employees and servants, and the Owners and any member of the household or guest of any Owner, except for arson, fraud and vehicle impact;
- v. a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this By-Law are met) or of invalidity arising from the conduct of or any omission or act or breach of statutory condition by any Insured;
- vi. that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the property insured and waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated; and

- vii. a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured;
- c. In the event that the Board deems it necessary (however, it shall not be a mandatory requirement of the Board), the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser (which does not necessarily have to be a certified appraiser) setting out the full replacement cost of the Common Property, Units, Buildings and all of the property of the Corporation. If such appraisal has been obtained at the discretion of the Board, a copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. In the event that an appraisal has been completed at the discretion of the Board, the Board shall then forthwith obtain or amend any insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units, Buildings and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risk (including liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate;
- d. A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds immediately upon written request therefor, and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request;
- e. Notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation;
- f. The Owners may, and upon written request of any mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affect or diminished by reason or insurance so carried by any Unit Owner AND PROVIDED FURTHER THAT neither the Corporation nor the Board shall be required or have any duty to insure the interests of Tenants against liability or the interests of Tenants or Owners for their belongings, contents or other property. The insuring of any contents in a private residential area within a Building on an Owner's Unit (other than the Standard

Insurable Unit Description(s)) is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to said private residential area however caused;

- g. In the event an Owner incurs or suffers damage or loss to the windows or Building access doors (which constitute improvements of his Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if (subject to any limitations under the Act or Regulation), in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by such Owner, his servants, agents, licensees, invitees or Tenants and such amount shall be recoverable by the Corporation as a contribution against all costs, charges, and liabilities arising out of any loss that may be sustained or incurred by the Corporation;
- h. In the event that the Corporation pursues recovery of loss or damage under any insurance policy of the Corporation, and in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by an Owner, his employees, contractors, customers, servants, agents, licensees, invitees, Occupants or Tenants, determine on behalf of the Corporation, whether to recover the amount of the deductible from such Owner in accordance with Section 62.4 of the Regulation, and in any event, the amount to be recovered from such Owner shall not exceed \$50,000.00 or such other greater amount permitted under the Act or Regulation;
- i. Each Owner shall carry insurance with respect to insurance deductibles in at least the amount of which an Owner can be required to pay, in respect of the Corporation's insurance policy, in the event that such Owner is responsible for an insurance claim;
- j. The Corporation may require the Owners to provide proof of insurance in compliance with these By-Laws, and the Board may determine the specific form of proof required, from time to time;
- k. On behalf of the Corporation, provide each Owner with written notice of the change and a copy of the insurance certificate reflecting the change within thirty (30) days of the date the Corporation receives the insurance certificate, when there is a change in one or more of the following matters with respect to the Corporation's insurance policy:
 - i. the amount of the deductible payable in the event of a claim;
 - ii. the replacement value of the coverage;
 - iii. any addition to permitted exclusions;

- iv. any other matter prescribed under the Act or Regulation.

CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

- 47. a. Notwithstanding the Unit factors for the respective Units of the Unit Owners, the Common Expenses of the Corporation shall be paid by such Unit Owners equally and, without limiting the generality hereof, shall include the following:
 - i. All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - ii. Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - iii. All the charges on account of cleaning or sweeping of parking areas, Managed Property, lawn maintenance and landscaping and for ice, snow and debris removal from the Managed Property or Common Property;
 - iv. All charges on account of lighting fixtures situated on the Managed Property or Common Property except the deck or patio light fixture(s) on every Building;
 - v. All charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit, Buildings, Managed Property, or Common Property for which the Corporation is responsible under these By-Laws;
 - vi. All costs of furnishings, tools and equipment for use in and about the project facilities or amenities including the repair, maintenance or replacement thereof;
 - vii. All insurance costs in respect of the insurance for which the Corporation is responsible under these By-Laws and/or the Act;
 - viii. All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering (including replacement reserve funds studies) fees and disbursements;
 - ix. All reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;

- x. Maintenance of the exterior walls and other structural costs of the Buildings;
- xi. The cost of maintaining fidelity bonds as provided in these By-Laws;
- xii. The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
- xiii. The allocatable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property;

b. At least thirty (30) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit:

- i. a copy of the budget for the ensuing fiscal year; and
- ii. a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit factors;
- iii. if the budget under By-Law 47b.i. is revised after being provided to the Owners, the Corporation must provide an updated copy to the budget to the Owners as soon as reasonably possible;

c. The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements (“replacement reserve fund”):

d. The replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Buildings, the Managed Property and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. The Corporation may by resolution determine the maximum amount that may be paid from the replacement reserve fund in respect of a single expenditure;

e. The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;

- f. All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;
- g. The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-Laws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any instalments thereof for any year or period, but the contributions but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.

INFORMATION TO BE PROVIDED BY THE CORPORATION

47.1

- a. In accordance with section 43.2 of the Act, the Corporation shall, on written request of an Owner, purchaser or mortgagee that has given notice to the Corporation of its interest, or solicitor or other person authorized in writing by any of those persons, certify within ten (10) days:
 - i. the amount of any contribution payable by the Owner;
 - ii. the frequency at which contributions are payable;
 - iii. the amount of contributions payable that is in arrears, if any; and
 - iv. the amount of interest owing, if any, on any unpaid balance of a contribution;and, in favour of any person dealing with that Owner, the certificate is conclusive proof of the matters certified therein.
- b. Upon written request of an Owner, purchaser or mortgagee that has given notice of its interest to the Corporation, or solicitor or other person authorized in writing by any of those persons, the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
 - i. an information statement that includes all of the following:
 - 1. the particulars of

- I any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;
- II any unsatisfied judgment or order for which the Corporation is liable, and
- III any written demand made on the Corporation for an amount in excess of \$5000 that, if not met, may result in an action being brought against the Corporation;

2. a statement setting out the amount of the capital replacement reserve fund;
3. a statement setting out the amount of the contributions and the basis on which that amount was determined;
4. a statement setting out any structural deficiencies that the corporation has knowledge of at the time of the request in any of the buildings that are included on the Condominium Plan;
5. loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;
 - ii. the particulars or a copy of any subsisting or prior management agreement;
 - iii. the particulars or a copy of any subsisting recreational agreement;
 - iv. the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
 - v. a copy of the Budget of the Corporation;
 - vi. a copy of the annual financial statements of the Corporation;
 - vii. a copy of the By-Laws of the Corporation;
 - viii. in respect of a particular fiscal year, a copy of
 1. all approved minutes of all General Meetings of the Corporation, if available,

2. draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request, and
3. approved minutes of Board meetings;

- ix. a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;
- x. a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a parking space or storage unit;
- xi. a consolidation of all the rules made by the Corporation under Section 32.1 of the Act;
- xii. the text of written Ordinary and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;
- xiii. copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;
- xiv. copies of insurance certificates held by the Corporation;
- xv. copies of insurance policies held by the Corporation;
- xvi. the current Standard Insurable Unit Description(s) for the residential Units or classes of residential Units;
- xvii. copies of reserve fund plans, reserve fund reports and annual reports;
- xviii. any other information that the Corporation is obligated to provide under Section 44 of the Act or Section 20.52 of the Regulation.

The Corporation may provide any prescribed information or documents requested under this By-Law 47.1b. in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form.

- c. The Board or the Manager supplying any documents required to be provided in these By-laws or under the Act shall be entitled to charge a reasonable fee for the production thereof, subject to any maximum fees permitted under the Act or Regulation, and in particular Section 20.52 of the Regulation.

SPECIAL ASSESSMENTS

48.

- a. If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may by Ordinary Resolution of the Board assess and collect a special levy, contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. A special levy may be determined and assessed against the Owners in proportion to their Unit Factors or on a basis other than the Unit Factors of the owner's respective Units. All such special levies shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid. If the purpose of the special levy is for the making of a capital improvement, a Special Resolution is required before the Board may approve the special levy.
- b. The Corporation shall give notice of a special levy to all Owners which shall include a written statement setting out:
 - i. the purpose for the levy;
 - ii. the total amount of the levy;
 - iii. the method used to determine each Unit's share of the levy;
 - iv. the amount of the Owner's Unit's share of the levy; and
 - v. that each levy shall be due and payable by each Owner in the manner and on the date or dates specified in the notice.

DEFAULT IN PAYMENT OF ASSESSMENTS

49. Default in payment of assessments and lien for unpaid assessments, instalments and payments:

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

such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears.

- i. Any payment made by an Owner towards amounts owing to the Corporation, which are the subject of a caveat registered by the Corporation under By-law 49a., shall be applied to such amounts owing in chronological order, beginning with the oldest amounts owing.
 - ii. As further and better security under By-Law 49a., each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis (on a full indemnity basis) from such defaulting Owner;
- b. Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this By-Law;
- c. Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- d. In the event of any contribution, assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;
- e. In the event of any contribution, assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in

arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered mortgagee;

- f. Notwithstanding all other provisions hereof the lien, charge, or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instrument of subordination as the said mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a Unit title against which it has registered its mortgage;
- g. All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (including costs on a solicitor and his own client basis and on a full indemnity basis) in registering and discharging a Caveat which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or Tenants which violates these By-Laws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder to the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation.

ESTOPPEL CERTIFICATE

50. Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an estoppel certificate and the Corporation and all of the Owners shall be stopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not.

LEASING OF UNITS

51. a. In the event that any Owner desires to lease or rent his Unit or Building he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the Unit will comply with the provisions of the Act and of the By-Laws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations;

- b. The Corporation is authorized to:
 - i. impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these By-Laws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - ii. give notices to give up possession of residential Units under Section 54 of the Act; and
 - iii. make application to the Court under Sections 55 and 56 of the Act;
- c. No Tenants shall be liable for the payment of contributions or assessments or Common Expenses under these By-Laws unless notified by the Corporation that the Owner from who he rents the Unit is in default of payment of contributions, in which case the Tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the Tenant shall be deemed to be rental payment made to the Owner.

SEVERABILITY

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

NOTICES

- 53.
 - a. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to these By-laws, the Act, or the Regulation.
 - b. An Owner or a mortgagee that has given notice of its interest to the Corporation may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or mortgagee, as the case may be, for the giving of notices.
 - c. Unless otherwise expressly provided in this By-law, service of any notice required to be given under the Act or under this By-law shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Unit or if left with him or some adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan, or to a mortgagee that has given notice of its interest to the Corporation, at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received 48 hours after it is posted or upon delivery, if delivered.

d. In the event that an Owner has requested and consented to receive notice from a Corporation by electronic means and has provided an electronic address for this purpose (which must be either an email address or another type of address allowed that is expressly allowed by the Act or Regulation, or has been approved by the Board by resolution) the Corporation shall send notices to that address and such notices shall be deemed to have been sent and received twenty-four (24) hours after being sent.

NOTICE OF DEFAULT TO MORTGAGEES

54. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee.

DEBT RETIREMENT ON TERMINATION

55. Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit factors subject to the interests of any mortgagees.

COMPANY WHICH IS MEMBER OF BOARD

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

ALTERNATE BOARD REPRESENTATIVE

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

PRIVACY AREAS AND PARKING AREAS

58. a. The Board may, in addition to other restrictions set out in these By-Laws, specify and limit the nature and extent of the use or uses of any privacy area assigned or designated by it hereunder;

b. While any such privacy area is not included in the Condominium Plan as part of a condominium Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such privacy area shall be maintained at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing ice, slush and snow from the Managed Property and the driveway;

c. 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 at the Interest Rate after demand for payment;

d. The term privacy area does not include any fence, rail or similar structure bordering any designated exclusive use area;

e. The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such privacy area for the purpose of carrying out any of the duties or functions of the Corporation;

f. The Board may:

- i. specify and limit the nature and extent of any parking portion of the Common Property set aside for parking by the Corporation (the "Parking Areas");
- ii. the use or uses of such Parking Areas;
- iii. pass rules and regulations regarding such parking;
- iv. assign and control parking spaces in such Parking Areas, provided that wherever possible each Unit will be entitled to one parking space in the Parking Areas.

REALTY TAXES

59. The realty taxes and other municipal and governmental levies or assessments against land, including Buildings and improvements, comprising all or any part of the Units and the

Common Property comprising the condominium project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit factors.

INDEMNIFICATION OF OFFICERS AND MANAGERS

60. The Corporation shall indemnify every member of the Board, manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, 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 Board member, manager 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 or penalties imposed in a criminal suit or action or for unjustified profit or advantage for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by ordinary resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than Ten Thousand (\$10,000.00) Dollars, the cost of such bonding to constitute a Common Expense of the Corporation.

NON-PROFIT CORPORATION

61. The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- a. reasonable compensation may be paid to any member of the Board or Owner while acting as agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b. any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation;
- c. members of the Board may receive an annual honorarium, stipend or salary established pursuant to By-Law 5(1).

USE AND OCCUPANCY RESTRICTIONS

62. a. An Owner SHALL NOT:

- i. use his Unit or Building or any part thereof for any commercial, professional or other business purposes or for any purpose which may be illegal or injurious to the reputation of the condominium project or for a purpose involving the attendance of the public at such Building or Unit;
- ii. make or permit noise within or about any Building or Unit or the Common Property or allow any odour to emanate or escape from his Unit which in the opinion of the Board constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Building or Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners. No workman or contractor shall be permitted to do any work in any Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m on weekdays or on Saturdays, Sundays or legal holidays without the prior written consent of the Board;
- iii. keep or allow any animal, snake, reptile, livestock, fowl or pet of any kind at any time to be within his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days notice to that effect. All dogs approved must be hand leashed and kept under control and in the custody of a responsible person at all times who shall not allow the animal to befoul or defecate on any landscaped area of the project. Any municipal By-Law in effect in the City of Lethbridge with regard to pets at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce City By-Laws on the Common Property;
- iv. use or permit the use of his Building or Unit other than as a single family dwelling or for a purpose other than for residential purposes;
- v. permit his Building or Unit to be occupied as a place of residence by more than seven (7) persons (whether adult or minor) at any given time without the consent in writing of the Board;
- vi. do any act or permit any act to be done, or alter or permit to be altered his Building or Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Buildings or Units without the prior written approval of the Board;
- vii. permit laundry to be hung other than inside the Building on his Unit;

- viii. erect or place any building, structure, tent or trailer, (either with or without living, sleeping or eating accommodation) on the Unit, the Common Property or on any privacy area assigned to him without the prior written consent of the Board;
- ix. permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of the Building, the Unit or on the Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property except in accordance with the regulations therefor as established by the Board;
- x. overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials on his Unit or on the Common Property, normal cleaning products and related household goods excepted;
- xi. do anything or permit anything to be done within his Unit, Building or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- xii. do anything or permit anything to be done by any occupier of his Unit within his Building or Unit, or the Common Property that is contrary to any statute, ordinance, By-Law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- xiii. do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's play things, devices or toys or other objects on the lawns and grounds of the Common Property or the Managed Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- xiv. deposit customary household refuse and garbage outside the Building of his Unit other than in proper secure garbage bags placed in the garbage containers or enclosures provided by the Corporation. All bulk waste items, such as discarded household furnishings, which the City of Lethbridge Sanitation Department will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense;

- xv. erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displaces of any kind on the Common Property or in or about any Building on the Unit in any manner which may make the same visible from the outside of the Unit or the Building without the prior written approval of the Board;
- xvi. permit any member of his household, guests or visitors to trespass on the part of the parcel to which another Owner is entitled to exclusive occupation;
- xvii.
 - 1. use the common driveway or any part of the Common Property or Managed Property for the parking of any motor vehicles except in accordance with permission in writing from the Board;
 - 2. wash motor vehicles in such a manner as will not cause nuisance or annoyance to other Owners;
 - 3. carry out any repairs or adjustments to motor vehicles on the project except in accordance with written permission from the Board; and:
 - I any such repairs shall be of a minor nature, as determined by the Board in its sole discretion; and
 - II the parking lot must be cleared of all tools, parts, and debris by the end of the day during which any repairs or adjustment have been made to a motor vehicle;
 - 4. bring onto the project any vehicles other than private passenger automobiles, $\frac{1}{2}$ ton trucks or 4 X 4 vehicles without the written consent of the Board or the Manager or duly authorized nominee thereof except in the course of delivery to or removal from the respective premises;
 - 5. allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, golf carts or any type of motor home or recreational vehicle or equipment to be parked or stored on the Project, other than in an area (if any) designated by and with the permission of the Board;
 - 6. keep on the parcel any private passenger automobile which is not currently licensed, in operating condition and being used from day to day without the prior written consent of the Board;
 - 7. drive any motor vehicle on the parcel at a speed in excess of 15 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;

- xviii. obstruct or permit any passage or driveways or parking areas to be obstructed by any Occupant, his family, guests or visitors or their vehicles;
- xix. shake mops or dusters of any kind nor throw anything out of windows of the Building on his Unit or on the Common Property, nor permit anything of this kind to be done;
- xx. allow his Building Unit, or any privacy area assigned to him to become unsanitary or unsightly in appearance;
- xxi. make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the Building or any structural alterations to be made to the outer boundary of a Building including any load bearing wall or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
- xxii. use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- xxiii. allow the area around his Building to become untidy. The Board shall be at liberty to remove any rubbish or clean up a Unit or the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- xxiv. be responsible for ice and snow removal other than from his own Unit;
- xxv. use his deck or patio or other areas outside of his Building for the storage of personal belongings or other goods or chattels (except patio furniture and a barbecue) or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the Building of his Unit when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, including bicycles and like things belonging to an Owner's household be put away inside such Building when not in actual use;
- xxvi. prevent or prohibit access to and use of the exterior water taps or electrical plugs on the Building of his Unit for purposes of maintaining Common Property;

- xxvii. without the prior written consent of the Board, have any right of access to those portions of the Managed property or Common Property used from time to time for mechanical systems, utilities areas, building maintenance, storage areas, operating machinery or any other parts of the Managed Property or Common Property used for the care, maintenance or operation of the project generally;
- xxviii. shall not use foil, flag or other offensive material on any window;
- xxix. feed or harbour pigeons, gulls or other birds from the deck or windows of the Building or anywhere on the Common Property;
- xxx. render a Building unfit for human habitation;
- xxxi. paint, decorate or otherwise alter any portion of a Building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board.

b. An Owner shall ensure that his Occupants, including but not limited to Tenants, comply with those requirements that the Owner must comply with under By-Law 62a.

MANAGED PROPERTY: RESTRICTED DEVELOPMENT, ARCHITECTURAL STANDARDS AND RESTRICTIVE COVENANT

63.

- a. No Owner shall improve, develop, construct upon or otherwise modify his Building or Unit unless such development or improvement strictly complies with any and all development restrictions imposed upon the Unit by the Municipal Authority (whether disclosed on title to the Unit or not), the Restrictive Covenant (the terms of which are hereby incorporated into this By-Law) and the Architectural Standards.
- b. The Corporation is hereby empowered, and the Board is authorized on behalf of the Corporation, to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with By-Law 63a. hereof and enforce the Restrictive Covenant and the Architectural Standards (enforcement to be limited to the extent it is limited by law).

ELEMENTS OF MANAGED PROPERTY

63.1 Managed Property shall be comprised of those portions of the Units constituted by lawns, fences, walkways, driveways, decks and patios together with the exterior of any and all Buildings on the Units (excluding doors and windows), including roofs, foundations and structural elements built in accordance and compliance with the Restrictive Covenant, this By-Law and all municipal and provincial requirements, codes and standards. Without

restricting the generality of the foregoing, Managed Property shall be all parts of Units and Buildings, including Standard Insurable Unit Description(s) (EXCLUDING all improvements and betterments made by Owners to the private residential area within the Building on an Owner's Unit and EXCLUDING furnishings not included in the respective Standard Insurable Unit Description(s), and other personal property of each Owner, whether or not installed in said private residential area). Managed Property does not include any part of the private residential area within the Building on an Owner's Unit (except for the Standard Insurable Unit Description(s)), regardless of whether the any part of said residential area is comprised of objects or empty space.

DUTIES AND RESTRICTIONS ON OWNERS REGARDING MANAGED PROPERTY

63.2 Each Owner shall, in respect to the Managed Property on or in his Unit:

- a. permit the Corporation (and anyone who is agent for or authorized or directed by the Corporation) to enter his Unit for any and all purposes of inspection, maintenance, repair, upkeep, cleaning and control (generally) of the Managed Property as if the same were Common Property;
- b. adhere to, comply with and strictly observe this By-Law and all rules, regulations, By-Laws, resolutions and of the requirements of the Corporation and its insurers as the same relate to the Managed Property, including By-Laws 3o., 4n., and 5p.; provided that in the absence of anything expressly to the contrary, the rules, regulations, By-Laws, resolutions and other requirements as shall apply to the Common Property shall apply to the Managed Property;
- c. not in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and responsibilities arising hereunder or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property;
- d. not in any manner whatsoever without first obtaining the consent of the Board, change, improve, alter, adjust, remove, disfigure or otherwise disturb the Managed Property or any part or component thereof; and
- e. not be restricted from dealing with property in their respective Unit(s) that comprise the Standard Insurable Unit Description(s), and By-Law 63.2d. specifically does not apply to Standard Insurable Unit Description(s).

POWERS, DUTIES AND RESTRICTIONS OF THE CORPORATION REGARDING MANAGED PROPERTY

63.3 The Corporation:

- a. shall, in addition to and without limiting its powers relating to the management and control of Common Property, be empowered to:

- i. enact rules and regulations relating to the management and control of the Managed Property (EXCEPT the Corporation shall not enact rules and regulations relating to the management and control of property that comprises Standard Insurable Unit Description(s) unless such rules or regulations are passed by a Special Resolution of the Owners);
- ii. subject to By-laws 3o., 4n., and 5p., employ and contract for services for repair, maintenance, replacement, cleaning and other similar services (including painting, gardening, lawn mowing and ice and snow removal) necessary to properly maintain the Managed Property;
- iii. as part of and in accordance with its general power of levying assessments, assess the Owners for their respective shares in the costs of the Corporation carrying out of its duties hereunder; and
- iv. generally manage, operate and control the managed Property in accordance with such election as if to same extent as if the Managed Property was Common Property.

- b. shall, in addition to and without limiting its obligations generally relating to the maintenance, management, repair and control of Common Property, control, manage, maintain, repair and administer the Managed Property unless otherwise directed by Ordinary Resolution of the Corporation, provided that such duties and obligations may, from time to time, be amended and adjusted (including without limitation, by increasing or reducing same) by Ordinary Resolution of the Corporation. If pursuant to Ordinary Resolution, it is resolved that the Corporation shall be relieved and is not, from the effective date thereof, to be responsible for the management, repair, maintenance, upkeep, replacement and control of the Managed Property, all such duties and responsibilities shall thereafter be performed by the Unit Owners and these By-Laws shall be interpreted accordingly; PROVIDED NEVERTHELESS THAT the Corporation shall continue to be responsible for and perform its insurance and replacement reserve fund obligations under these By-Laws;
- c. to the extent that the Board shall determine practicable, insure the Managed Property (or such part or parts thereof as the Board determines is responsible, feasible and economic) as the Board is otherwise required by these By-Laws.

CHANGE OF LEGISLATION

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

DEVELOPER'S RIGHTS

65 During such time as the Developer, its successors or assigns, is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display Units and to carry on all sales and leasing functions it considers necessary from such Units. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.

SCHEDULE “A” – RESTRICTIVE COVENANT AND EASEMENT

Schedule "A"
to the By-Laws of
The Owners: Condominium Plan no. 9912996
RESTRICTIVE COVENANT AND EASEMENT

MADE pursuant to Section 71(1) of the Land Titles Act R.S.A. 1980, Chapter L-5 as of the date hereof.

BETWEEN:

TREELINE LTD.
a corporation incorporated under the laws
of the Province of Alberta

- AND -

TREELINE LTD.
a corporation incorporated under the laws
of the Province of Alberta

RECITALS:

1. TREELINE LTD. is the registered owner of all of the Units in the bare land condominium project registered pursuant to Condominium Plan No. 9912996 (the "Project");
2. In order to assure orderly and coordinated development of the Project in and as a homogeneous residential community, TREELINE LTD. wishes to implement a scheme of development control over the Project, including, without limitation, restrictions against Units in the Project for the use and enjoyment by all occupants of the Project;
3. To permit access by the owners and occupants of the Units and the Condominium Corporation to the Common Property and the Managed Property, or any part thereof (as same are hereinafter described and defined), it is necessary to grant certain rights of easement and right of way;

NOW THEREFORE THIS RESTRICTIVE COVENANT AND EASEMENT WITNESSETH THAT:

1.0 Preamble, Definitions

- 1.1 The recitals of fact contained in the preamble to this Restrictive Covenant and Easement are true and form an integral part hereof.
- 1.2 All terms and phrases requiring meaning or definition hereunder, and in the annexed Schedules hereto, shall have the following meanings or definitions, unless the context shall otherwise require:
 - a. "Act", means the CONDOMINIUM PROPERTY ACT, Revised Statutes of Alberta, 1980, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
 - b. "Project" means the entire bareland Condominium Project described in the first paragraph of the Recitals to this Restrictive Covenant and Easement;

- c. "Architectural Standards" means those specifications of colours, shades, textures, finishes, materials, hues, design, dimension, appearance and criteria prescribed for the construction, finish and appearance of any and all structures of any and every kind situate or to be situate on the Unit, the Common Property and the Managed Property as set forth in Schedule "B" annexed hereto and forming an integral part hereof;
- d. "Common Property", for the purposes of this document, means the common property, as same is defined in subsection 1(d) of the Act as amended and comprised in the Condominium Plan, if any, and also includes but is not limited to fences constructed by Treeline Ltd. on the Project;
- e. "Condominium Corporation", means the body corporate incorporated or to be incorporated pursuant to Section 20 of the Act resulting from the registration of the Condominium Plan, including its duly authorized agents, nominees, servants and employees;
- f. "Condominium Plan", means the bare land unit Condominium Plan, as same is defined under the Act, registered as the Condominium Plan No. set out in the first paragraph of the Recitals hereabove;
- g. "Dominant Units", means the Units described on Schedule "A" which is attached hereto and forms part hereof which will be or is the beneficiary of the grant, interest, right, estate or privilege which is made or granted under and by any particular provision of this agreement pursuant to the terms hereof;
- h. "Grantee", means TREELINE LTD. and its successors, assigns and successors in title to the Dominant Units;
- i. "Grantor", means TREELINE LTD. and its successors, assigns and successors in title to the Servient Units;
- j. "Lands or Parcel", means all of the lands comprising the Project'
- k. "Local Authority", means that municipal government or agency having due and proper jurisdiction over the Lands and the development thereof, and, without limitation, shall include any insurer of the Lands or the development thereon;
- l. "Managed Property" means that portion of the Units, the Common Property and other portions of the Parcel which pursuant to the by-laws of the Condominium Corporation are to be administered, controlled, managed, maintained and repaired, as the case may be, by the Condominium Corporation as if all were Common Property, including, without limitation, the Fences, all utility and service lines and facilities and common lighting standards serving any Unit or the Common Property;
- m. "Restrictive Covenant", means the Restrictive Covenant and Easements contained herein;

- n. "Servient Units", means the Units described in Schedule "A" which is attached hereto and forms part hereof which will be or is burdened, charged or otherwise bound by any particular provisions of this agreement pursuant to the terms hereof;
- o. "Unit or Units" means the Units described in Schedule "A" created by the registration of the Condominium Plan;
- p. "Fences" shall mean any and all fences constructed by TREELINE LTD. on the Project, including regardless of whether such fences have been constructed on any boundaries or property lines of the Units.

1.3 For the purposes hereof "structures" and any reference made to "structures" shall include anything built or placed upon the Lands, including, without limitation, clothes lines and poles, satellite dishes and electronic equipment, storage and garbage sheds, children's swing sets and similar recreational structures, dog houses, foundations and lawn ornaments, entrance gates, fences, light standards or poles, hedges, landscaping and other shrubbery and non-mobile barbecues and other cooking equipment.

1.4 Unless specifically defined hereunder, all terms and phrases requiring definition shall have such meanings as ascribed thereto under the Act.

2.0 Grant of Restrictive Covenants and Easement

2.1 The Grantor, as owner of the Servient Units, does hereby covenant and agree to, with and in favour of the Grantee, as owner of the Dominant Units, and in favour of the Condominium Corporation, as authorized by the Grantee to oversee and enforce the provisions hereof, to observe, adhere to and be bound by those covenants, restrictions and prohibitions in respect of the Servient Units, and each and every Servient Unit, being namely:

- a. That no building, structure, improvement, development or dwelling of any kind, type, size or shape whatsoever be placed, erected, constructed or maintained upon the Lands or any Unit unless such structure is constructed, erected and maintained in accordance with the Architectural Standards and all rules, regulations, codes and standards imposed by local authority in connection therewith or such structure is first approved by the Board of Managers of the Condominium Corporation;
- b. That no building, structure, improvement, development or dwelling of any kind, type, size or shape whatsoever be placed, erected or constructed upon the Lands or any Unit unless;
 - i. such structure is constructed or installed by the Grantor in accordance with regulations, codes and standards imposed by Local Authority in connection therewith and the Architectural Standards; and
 - ii. such structure is first approved by the Board of Managers of the Condominium Corporation.

- c. That no additions or alterations shall be made to the landscaping on a Unit and no fences (other than the existing Fences), walks, screens, walls, barriers, hedges, enclosing structure or other structures shall be constructed or placed on any Unit unless:
 - i. such structure is constructed by the Grantor in accordance with the Architectural Standards; or
 - ii. is first approved by the Board of Managers of the Condominium Corporation; and
 - iii. is placed, erected, constructed and maintained in accordance with regulations, codes and standards imposed by Local Authority in connection therewith.
- d. Any structures approved by the Board of Managers of the Condominium Corporation shall comply with all rules, regulations and standards imposed by Local Authority and the Architectural Standards;
- e. Not to remove, alter, change or damage any of the Fences or to cause or permit the Fences to become in a state of disrepair or unsightly appearance. Any party causing the same shall be the party responsible to take all necessary actions and pay all necessary expenses to remediate the same;
- f. That no one shall prohibit, restrict, deny or otherwise in any manner whatsoever hinder access to any Servient Unit by either the Grantee or the Condominium Corporation (including authorized agents and representatives thereof) as provided for pursuant to the provisions of this Restrictive Covenant and Easement, subject to any rules for use as promulgated by the Board of Managers of the Condominium Corporation.

2.2 The covenants and agreements expressed in paragraph 2.1 hereof are in addition to and not in substitution or replacement of all and every restriction, building code, regulation, by-law, standard, requirement and other provision governing the further development of the Lands and Servient Units.

2.3 The Grantor, as owner of the Servient Units, does hereby grant to and in favour of the Grantee (as owner of the Dominant Units), and in favour of the Condominium Corporation (as the party responsible for control and maintenance of the Managed Property, Common Property) and in favour of the Local Authority as required, an easement and right-of-way over the Lands and the Units to the extent necessary to permit access to the Units or Managed Property, or any part thereof, in the Condominium Plan.

2.4 The Grantor (as owner of the Servient Units) does hereby grant to and in favour of the Grantee (as owner of the Dominant Units) and in favour of the Condominium Corporation (as the party responsible for control and maintenance of the Common Property and the Managed Property) and to the Local Authority, as required, an easement and right of way over the Land and the Units to the extent necessary for the placement, construction, replacement, operation, maintenance and repair of a common sprinkler watering system, if any, all utility services including water, sewer and sanitary, gas and electrical systems and the Fences over, in and through the Units and the Common Property and all elements of the Managed Property as necessary to allow the Condominium

Corporation to carry out its obligations (through agents or appointees, if necessary) in respect thereto, and without limiting the generality of the foregoing, the Grantee and the Condominium Corporation shall be and are hereby granted the specific right of access to all structures on the Servient Units to install, construct, maintain, repair, replace and generally operate utility services which pass through such structures in connection to the other Units.

- 2.5 The benefit of the covenants and agreements set forth in paragraphs 2.1, 2.3 and 2.4 hereof shall be for the benefit of the Dominant Units and each of them, and to the Grantee and its successors in title and assigns of the Dominant Units, and the Condominium Corporation, as being generally and legally responsible for the control and maintenance of the Parcel, and shall be enforceable by either of the Grantee and its successors and assigns and successors in title to the Dominant Units or the Condominium Corporation.
- 2.6 The covenants and agreements herein shall run with the Lands and shall be registerable accordingly.

3.0 General

- 3.1 The Grantor does hereby grant unto the Condominium Corporation, the Grantee and its successors and assigns and their respective contractors, subcontractors, officers, servants, agents and workmen the full right and liberty of ingress to and egress from and the right and liberty to pass and repass on, over, in and through the Servient Units, and all and each part thereof and of each Unit, either by foot or by way of vehicle or machine, and to remain on the Servient Units and all and each part thereof for the sole purposes of effecting any corrective measure relating to any of the foregoing covenants and for the purposes of carrying out the By-Laws of the Condominium Corporation. The Grantor does hereby further covenant and agree that the Fences are the property of the Condominium Corporation and does hereby consent and agree to such Fences encroaching upon or over the Servient Units. The rights and privileges hereby granted are and shall be covenants running with title to the Lands.
- 3.2 The Grantor covenants and agrees to observe and be bound by the covenants contained herein provided that the said covenants shall only be personally binding upon the Grantor for such time that it, individually, remains owner of the Servient Units, and only to extent of those Servient Units which from time to time and at such relevant time are owned by the Grantor, and no action shall lie against the Grantor hereunder unless the Grantor, as the case may be, is then and remains the registered owner of the Unit alleged and proven by a court of competent jurisdiction to be in breach of this Restrictive Covenant and Easement. The covenant contained in this paragraph 3.2 shall constitute an absolute defence to any such action and may be pleaded as such.
- 3.3 Any act of the Grantor, including but not limited to any construction or improvement made by the Grantor as provided for or permitted in this restrictive covenant may be made or done by any contractor or agent retained by the Grantor should the Grantor in its sole determination elect to do so.
- 3.4 If any provision of this Restrictive Covenant and Easement shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement

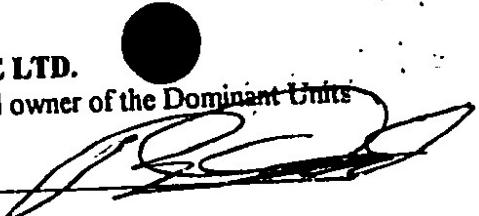
shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law.

- 3.5 Words herein importing a number of gender shall be construed in grammatical conformance with the context of the party or parties affected by this Agreement from time to time.
- 3.6 As the Servient Units and the Dominant Units are or may be one and the same in this Restrictive Covenant and Easement, this Restrictive Covenant and Easement shall be construed so that the Grantor shall hereunder have granted this Restrictive Covenant in respect of each Unit described on Schedule "A" to and for the benefit of the Dominant Units.
- 3.7 The Restrictive Covenant and Easement may be registered as a restrictive covenant against the Lands in the Land Titles Office for the South Alberta Land Registration District.

IN WITNESS WHEREOF the parties hereto have executed this Restrictive Covenant and Easement under seal as of the 4 day of OCTOBER, 1999.

TREELINE LTD.

as registered owner of the Dominant Units

Per: 

TREELINE LTD.

as registered owner of the Servient Units

Per: 

Schedule "A"

PARCEL 1

CONDOMINIUM PLAN **9912996**

UNIT 1

AND 835 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 2

CONDOMINIUM PLAN **9912996**

UNIT 2

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 3

CONDOMINIUM PLAN **9912996**

UNIT 3

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 4

CONDOMINIUM PLAN **9912996**

UNIT 4

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 5

CONDOMINIUM PLAN **9912996**

UNIT 5

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 6

CONDOMINIUM PLAN **9912996**

UNIT 6

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 7

CONDOMINIUM PLAN **9912996**

UNIT 7

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 8

CONDOMINIUM PLAN 9912996

UNIT 8

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 9

CONDOMINIUM PLAN 9912996

UNIT 9

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 10

CONDOMINIUM PLAN 9912996

UNIT 10

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 11

CONDOMINIUM PLAN 9912996

UNIT 11

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 12

CONDOMINIUM PLAN 9912996

UNIT 12

AND 833 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY THEREIN
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"
ARCHITECTURAL STANDARDS

A. EXTERIOR ARCHITECTURAL FINISHES:

1. **Roof:**
Light grey asphalt shingles.
2. **Walls:**
Cedar or wood siding painted light grey with wood trim painted slate grey.
3. **Eaves trough, Facia & Soffit:**
Eaves trough and facia painted the same color as the trim (slate grey). Soffit and downspouts are to be painted light grey (the same as the walls) or white.
4. **Windows:**
Living room windows to be double pane windows. All other windows are to be white aluminum or PVC, horizontal double slider, or casement windows.
5. **Deck & Railings:**
Decks will have a 15 foot wide staircase. A railing will cover the balance of the back of the deck on the gas meter side. Decks and railings to be painted medium grey.
6. **Doors:**
The front door is to be painted maroon with a brass colored door insert.
Mailbox, house numbers and exterior light fixtures are to be brass or brass colored.
The back door is to be painted the same color as the trim (slate grey).
7. **Driveway, Sidewalk:**
Sidewalks to be of concrete block or poured concrete construction.
8. **Fencing:**
Fences are to be constructed of spruce / pine / fir (SPF) and will have top rail fence painted light grey, the same color as the building walls.

B. DESIGN:

Buildings will remain as 2 story row condominium dwellings with full concrete basements.

C. LANDSCAPING:

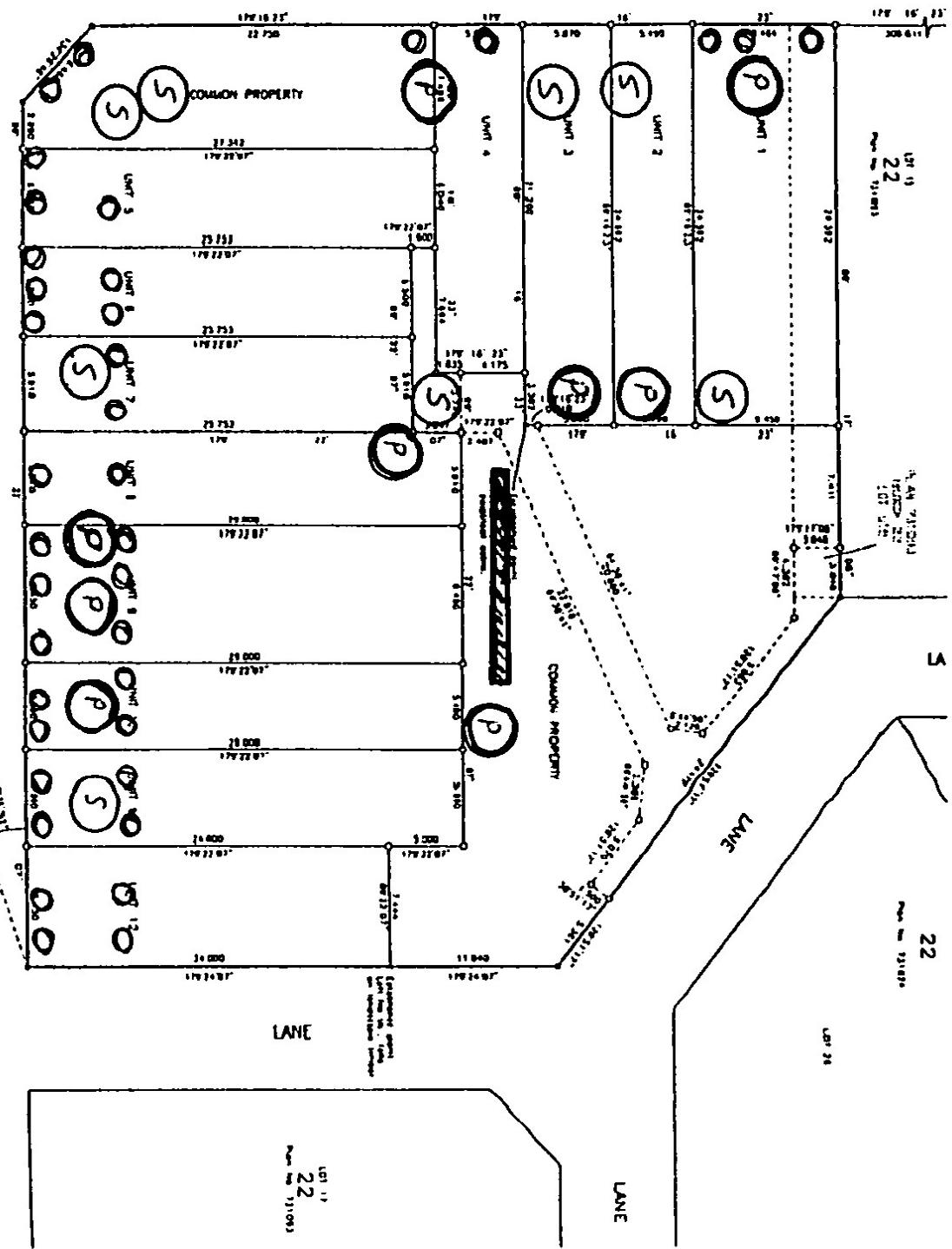
1. Ground cover will remain as grass or wood chip/bark mulch.
2. Trees and shrubs shall remain the same as the attached Landscape Plan

LANDSCAPE PLAN

23rd. STREET NORTH

十一

PARK MEADOWS BOULEVARD NORTH



2222 Hedges

A circular stamp with the number '5' in the center. Below the stamp, the word 'Spruce' is handwritten in cursive script.

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592

110

→ Z

COPY OF INSTRUMENT

REGISTERED AS 191312.516
LAND TITLES OFFICE
CALGARY

DATED

MADE BETWEEN:

TREELINE LTD.

- AND -

TREELINE LTD.

RESTRICTIVE COVENANT AND EASEMENT

Peterson & Purvis
Barristers & Solicitors
P.O. Box 1165
537 - 7th Street South
Lethbridge, Alberta
T1J 4A4

Our File No.28,603/TBL:lf

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