

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

251164547

ORDER NUMBER: 55437211

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Notice of Change of By-Laws

Form 3
Condominium Property Act
Section 32

✓
The Owners: Condominium Plan No. 8911881 hereby certifies that, by a special resolution passed on
the 13 day of April 20 25 the by-laws of the corporation were added to, amended
or repealed as follows:

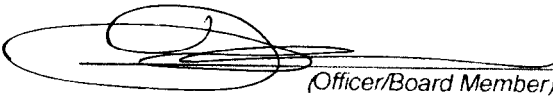
(set out or attach the terms of the resolution)

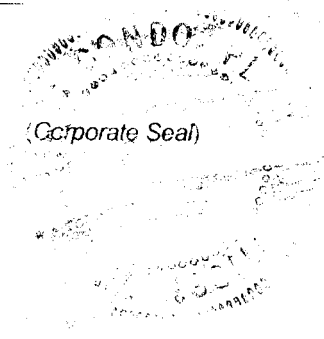
The By-laws of the Corporation are amended and replaced in their entirety by the By-laws attached to this resolution.

The seal of The Owners: Condominium Plan No. 8911881 was affixed on the

18th day of June 20 25

in the presence of Dale Neuman


(Officer/Board Member)


(Corporate Seal)

BY-LAWS

OF

THE OWNERS: CONDOMINIUM PLAN NO. 8911881

**THESE BY-LAWS HAVE BEEN PASSED BY THE OWNERS: CONDOMINIUM
PLAN NO. 8911881 FOR THE PURPOSE OF REPLACING ALL PRIOR BY-
LAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 8911881**

Table of Contents

Article	1	INTERPRETATION	1
	1.1	Definitions - Specific	1
	1.2	Definitions - General.....	3
	1.3	Number and Gender	3
	1.4	Headings	3
	1.5	Conflict with Act.....	3
	1.6	Severability	4
	1.7	Extended Meanings	4
Article	2	OWNERS' DUTIES AND OBLIGATIONS	4
	2.1	Specific Obligations.....	4
	2.2	Repair and Maintenance.....	11
	2.3	General Obligations	12
	2.4	Leasing of Units.....	12
Article	3	THE CORPORATION	12
	3.1	Non Profit Organization	12
	3.2	Duties of Corporation	13
	3.3	Powers of Corporation.....	14
	3.4	Additional Powers of the Corporation Upon Breach of By-laws	16
	3.5	General Powers of Corporation	18
	3.6	Resolutions in Writing by Owners	18
	3.7	General Business of Corporation	18
	3.8	Corporate Seal	19
	3.9	Expenditure Under Reserve Fund.....	19
Article	4	THE BOARD	19
	4.1	Duties of the Board	19
	4.2	Powers of the Board	20
	4.3	Composition of Board	20
	4.4	Annual Retirement of the Board.....	20
	4.5	Eligibility of Member by Special Resolution	20
	4.6	Removal of Member by Ordinary Resolution	20
	4.7	Vacancy on Board	21
	4.8	Quorum of Board	21
	4.9	Election of Board/Officers	21
	4.10	Absence of President or Vice-President	21
	4.11	Additional Duties	22
	4.12	Meetings of the Board	22
	4.13	Majority Vote and Resolutions in Writing	22
	4.14	Validity.....	22
	4.15	Resignation or Removal of Member.....	22
	4.16	Signing Officers (without seal).....	22
	4.17	Corporate Members	23
Article	5	MEETINGS OF THE CORPORATION	23
	5.1	Annual General Meetings	23
	5.2	Requirements to calling Meetings.....	23
	5.3	Notice of Meetings.....	23
	5.4	Notice of Annual General Meeting	23

	5.5	Notice of Extraordinary General Meeting	24
	5.6	Special Business	24
	5.7	Requirement for Quorum	24
	5.8	Determination of Quorum	24
	5.9	Chairing the Meeting	24
	5.10	Order of Business.....	24
	5.11	Voting of Meetings	25
	5.12	Poll.....	25
	5.13	Voting by Show of Hands or Poll.....	25
	5.14	Voting Personally or by Proxy	25
	5.15	Proxy in Writing	25
	5.16	Restriction on Voting	25
	5.17	Voting by Co-Owners and Corporation.....	26
	5.18	Successive Interests	26
	5.19	Trustee Owners.....	26
	5.20	Power of Mortgagee to Vote	26
Article	6	INSURANCE COVERAGE BY CORPORATION	27
	6.1	Insurance Coverage by Corporation	27
	6.2	Requirements in Policies of Insurance.....	28
	6.3	Appraisal	28
	6.4	Powers of Board.....	29
	6.5	Owner's Insurance	29
	6.6	Requirements in Owners Policies of Insurance	30
	6.7	Determination of Loss.....	30
	6.8	Non-substantial Loss	30
	6.9	Substantial Loss.....	30
	6.10	Determination of Course of Conduct.....	31
	6.11	Termination of Status	31
	6.12	Distribution of Proceeds on Termination	30
	6.13	Assessment on Repairs	31
	6.14	Indemnity.....	31
	6.15	Insurance Trustee	32
Article	7	THE BUDGET AND COMMON EXPENSES.....	32
	7.1	Preparation of Annual Budget	32
	7.2	Publication of Budget.....	32
	7.3	Allocation of Assessments	32
	7.4	Liability for Contribution to Common Expenses.....	33
	7.5	Interest on Arrears.....	33
	7.6	Failure to Assess.....	33
	7.7	No Exemption	33
	7.8	Special Assessment.....	33
	7.9	Unpaid Assessments	33
	7.10	Ownership of Funds	35
Article	8	ALLOCATED PARKING.....	35
	8.1	Prohibitions.....	35
	8.2	Allocated Parking Spaces and Temporary Parking Spaces.....	35
	8.3	Owner Obligations Regarding Allocated Parking Spaces	35
	8.4	Risk.....	36
	8.5	Non-ownership by Owners of Allocated Parking Spaces.....	36

	8.6	Corporation's Powers	36
	8.7	Maintenance Obligations.....	36
	8.8	Owner's Indemnity	36
	8.9	Access by Corporation	37
	8.10	Priority of By-laws	37
Article	9	EXCLUSIVE USE AREAS.....	37
	9.1	Prohibitions.....	37
	9.2	Allocated Exclusive Use Areas	37
	9.3	Owner Obligations Regarding Exclusive Use Areas	37
	9.4	Risk.....	38
	9.5	Non-Ownership by Owners of Exclusive Use Areas.....	38
	9.6	Corporation's Powers	38
	9.7	Extent of Exclusive Use Areas	38
	9.8	Maintenance Obligations.....	38
	9.9	Owner's Indemnity	39
	9.10	Access by Corporation	39
	9.11	Priority of By-laws	39
Article	10	MORTGAGES.....	39
	10.1	Applications	39
	10.2	Successive Interests	39
	10.3	Extension of Rights	40
	10.4	Notice of Mortgage.....	40
Article	11	GENERAL.....	40
	11.1	Notices.....	40
	11.2	Remote Meetings.....	40
Article	12	AMENDMENT OF BY-LAW	41
	12.1	Requirements.....	41
	12.2	Restricted Amendment.....	41
	12.3	Change of Legislation.....	41
Article	13	TERMINATION OF CONDOMINIUM STATUS	41
	13.1	Procedure.....	41
	13.2	Qualification.....	42
Article	14	PRIVACY.....	42
	14.1	Policy.....	42
	14.2	Consent to Receive Messages.....	42
Article	15	INFORMATION TO BE PROVIDED BY THE CORPORATION	42

Article 1
INTERPRETATION

1.1 Definitions - Specific

For the purposes of this By-law, and unless the context wherein used shall otherwise require, the following words, terms, phrases and expressions shall be ascribed the meanings and definitions as are hereinafter set forth:

- a. **"Act"** means the *Condominium Property Act*, R.S.A., 2000, c. C-22, as amended and replaced from time to time and all regulations pursuant to the Act as may be amended and replaced from time to time;
- b. **"Allocated Parking Spaces"** means the Parking Spaces allocated to an Owner pursuant to Article 8 of these By-laws;
- c. **"Appropriate Authority"** means such authority having jurisdiction over matters in respect of the Parcel and all relevant parts and activities thereon as the context requires and includes without limitation to the generality of the foregoing municipal, provincial and federal government as applicable, utility companies, insurers, and similar entities as the case may be;
- d. **"Annual General Meeting"** means a General Meeting of the Corporation as defined and described in Article 5 of this By-law;
- e. **"Article", "Part", "Provision", "Paragraph" and/or "Section"** means that article, part, provision, paragraph or section of this By-law as identified by number;
- f. **"Board"** means the board of directors of the Corporation;
- g. **"Board Member" or "Member"** means a duly appointed, nominated or elected member of the Board;
- h. **"Budget"** means a financial statement or plan for the coordination of resources and expenditures of the Corporation for the periods of time described in this By-law;
- i. **"Buildings"** means the buildings in which the Units are situated and reference to a **"Building"** means one of the individual Buildings in which units are situated;
- j. **"By-laws", "Rules", "Regulations" and "Resolutions"** means, respectively, the by-laws, rules, regulations and resolutions of the Corporation, as the case may be, now existing or in the future enacted or promulgated by the Corporation from time to time in accordance with these By-laws. Anywhere that a **"Resolution"** is required by these By-laws, the same means an Ordinary Resolution, and unless any specific by-law expressly states that a Special Resolution or a Unanimous Resolution is required, an Ordinary Resolution will be sufficient and will be binding;
- k. **"Common Expenses"** means the expense of performance of the objects and duties of the Corporation and any expenses specified as common expenses in the By-laws of the Corporation;
- l. **"Common Property" or "Common Area"** means common property as defined in and under the Act and shall include, but not be limited to, all areas in the Project that do not constitute a Unit, and shall also include without limitation, the portions of the Buildings that are not Units, the Roadway, Exclusive Use Areas, the Parking Areas, and the landscaped/garden areas that are adjacent to Units;
- m. **"Condominium Plan"** means Condominium Plan No. 8911881 registered in the South Alberta Land Registration District Offices in Calgary, Alberta;
- n. **"Condominium Status"** means the legal status of the Parcel as a condominium under and pursuant to the Act;
- o. **"Corporation"** means "The Owners: Condominium Plan No. 8911881";
- p. **"Emergency Situation"** means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;

- q. **"Estoppel Certificate"** means a certificate of the Corporation, issued by the Corporation under and pursuant to the provisions of the Act and includes all Certificates made or given by the Corporation pursuant to Article 11.2 of this By-law;
- r. **"Exclusive Use Areas"** means those areas designated as Exclusive Use Areas in Article 9 of these By-laws;
- s. **"Extraordinary General Meeting"** means a General Meeting of the Corporation which is not an Annual General Meeting;
- t. **"General Meeting"** means any duly and properly convened general meeting of the Corporation held in accordance with this By-law;
- u. **"Insurance Trustee"** means such person, corporation or party who may be designated hereunder from time to time to receive, hold and disburse proceeds of policies of insurance pursuant to this By-law and the Act;
- v. **"Interest Rate"** means twelve (12 %) per cent per annum unless such Interest Rate is increased or decreased by an Ordinary Resolution;
- w. **"Manager"** means a duly qualified professional property manager employed or appointed by the Corporation from time to time to manage the day to day affairs of the Corporation;
- x. **"Mortgagee"** means the holder of any mortgage registered against title to any one or more Units and who has, pursuant to Section 26 of the Act, notified the Corporation of it's interest as Mortgagee, and **"Mortgage"** shall refer to the mortgage held by such Mortgagee;
- y. **"Occupier"** or **"Occupant"** means the rightful and lawful occupant of a Unit including without limitation, a tenant or tenants of a Unit, whether or not said occupant is the Owner, and includes all members, invitees, licensees, such persons, servants, guests and customers of such occupant or tenant.
- z. **"Ordinary Resolution"** shall have the meaning as defined in the Act and if there is no definition, means a Resolution:
 - i. passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act or these 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 these By-laws and, in the case of an Ordinary Resolution of the Owners, representing more than 50% of the total unit factors for all the units;
- aa. **"Owner"** means the registered owner of a Unit and member of the Condominium Corporation;
- bb. **"Parcel"** means the lands comprising the Project;
- cc. **"Parking Areas"** means those areas in the Project designed and designated for use for parking of Private Motor Vehicles;
- dd. **"Parking Spaces"** means those portions of the Parking Area that have been constructed and designated as individual spaces for the parking of Private Motor Vehicles;
- ee. **"Private Motor Vehicle"** only means small, medium and full-sized cars, station wagons, light trucks (up to 3/4 ton size), vans, mini-vans, motorcycles, and sport utility vehicles, provided that none of the foregoing exceed 18 feet in length;
- ff. **"Project"** means all of the real and personal property and fixtures comprising the Parcel including without limitation, the Units and all Common Property;
- gg. **"Roadway"** means the road situated on the Parcel that is for the purposes of providing vehicular access to and from the Parking Areas;

- hh. **"Special Resolution"** shall have the meaning as defined in the Act and if there is no definition, means a Resolution:
 - i. passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these By-laws and, in the case of a Special Resolution of the Owners, 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 these By-laws and, in the case of a Special Resolution of the Owners, representing not less than 75% of the total unit factors for all the units;
- ii. **"Standard Insurable Unit Description"** means the description of the notional typical standard fixtures and finishing in one or more classes of residential Units registered as instrument no. 211 124 041 at the Land Titles Office for South Alberta, as may be amended or replaced from time to time;
- jj. **"Substantial Damage"** means loss, damage or destruction to all or such significant part of the Project to the extent of 25% or more of the replacement value, as determined immediately prior to the occurrence, of substantially all Units and Common Property constituting the Project as determined by the Board;
- kk. **"Unanimous Resolution"** means a Resolution, either:
 - i. passed at a properly convened meeting of the Corporation by all the persons entitled to exercise the powers of voting conferred by the Act or these By-laws; or
 - ii. agreed to in writing by 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 these By-laws
- ll. **"Unit"** means a unit as shown in the Condominium Plan, and **"Units"** means all of the Units as shown in the Condominium Plan, and with respect to each Unit includes such Unit's exterior windows and doors, notwithstanding the provisions of the Act, with such exterior windows and doors (including screen doors) forming a part of the Unit to which they are contiguous by virtue of the registration of instruments no. 021 177 481 against the Condominium Additional Plan Sheet Certificate regarding Condominium Plan No. 8911881 at the Land Titles Office for South Alberta.

1.2 Definitions - General

Words, terms, phrases, and expressions, undefined in this By-law and which require definition, shall have such meaning as ascribed thereto under the Act, or, where so undefined, under such relevant statutes of the Province of Alberta.

1.3 Number and Gender

Whenever words, terms, phrases, and expressions, defined or otherwise employed in this By-law shall import number, gender, or entity, same shall import, without further mention, all numbers, genders, and entities as the context wherein used shall require and as the case may be, subject to specific expression to the contrary.

1.4 Headings

Headings used in this By-law have been inserted for the purposes of reference only, and are not to be considered or taken into account in construing the terms and provisions of this By-law.

1.5 Conflict with Act

Unless expressed herein to the contrary, if and whenever there is a conflict between this By-law, or any part thereof, and the Act, the Act shall prevail; provided that the requirement for a Unanimous Resolution prescribed in any Section of these By-laws shall not be considered as being in conflict with the Act, as it is

expressly for the purpose of protecting minority rights of certain Unit Owners. Nothing in these By-laws, express or implied, shall abrogate, reduce, or eliminate any of the rights, powers, authority or privileges of the Corporation under or pursuant to the Act.

1.6 Severability

The provisions of this By-law shall be deemed independent and severable, and the invalidity in whole or in part of any Article, Part, Provision, Paragraph or Section herein, shall not affect the validity of the whole or remaining Articles, Parts, Provisions, Paragraphs or Sections herein contained, which shall continue in full force and effect as if the invalid portion had never been included herein.

1.7 Extended Meanings

If and whenever reference in these By-laws is made to:

- a. **"repair"**, it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for any thing to which such repair could be made;
- b. **"Owner"**, the same shall include and be extended to mean the Occupant of such Owner's Unit and the Owner's and Occupant's respective agents, employees, servants, contractors, licensees, invitees, guests, visitors or any other party for which such Owner or Occupant is responsible for at law or any party that may lawfully claim through or under such Owner or Occupant wherever it is beneficial or desirable to or for the Corporation in any By-law, Rule, Regulation or Resolution in which the term "Owner" appears;
- c. an approval, consent, or permission to be granted by or obtained from the Board or the Corporation, such approval may be arbitrarily withheld and if granted, may be withdrawn or cancelled at the Board's or Corporation's absolute discretion, unless expressly stated otherwise regarding any particular approval, consent or permission processes provided for in these By-laws. For any party to rely on any approval, consent or permission from the Board or the Corporation, such approval, consent or permission must be in writing;
- d. any obligation of the Corporation to repair or maintain the Buildings does not include those portions of the Buildings that are Units.

Article 2

OWNERS' DUTIES AND OBLIGATIONS

2.1 Specific Obligations

Each Owner:

- a. shall permit and allow the Corporation (and who is agent for or authorized or directed by the Corporation), upon written notice, to enter his Unit for any of the following purposes:
 - i. to inspect the Unit;
 - ii. to clean, maintain, repair, replace, restore, renew, operate, or to ensure the operation of the Common Property and any other property, machinery, equipment, fixtures or chattels which the Corporation is obliged to maintain, repair, replace, restore, renew, or operate;
 - iii. to carry out work and other obligations, which the Owner has neglected, failed, or refused to carry out; or
 - iv. to remedy, stop, rectify, repair, and prevent, any loss arising or which could reasonably arise in an Emergency Situation;
- provided that:

- v. where an Emergency Situation exists, as perceived by the Corporation or any of its agents or employees, such entry is permissible, without notice to the Owner, at any time reasonable in light of the nature and extent of the Emergency Situation; and
 - vi. in the absence of an Emergency Situation, such entry is permissible only at reasonable times after reasonable notice (depending upon the nature and extent of such entry) to either the Owner or the Occupant;
- b. shall pay promptly when due, and in accordance with the prescribed terms of payments:
- i. to the Corporation, all and every assessment for Common Expenses of the Corporation, as are levied or assessed by the Corporation against his Unit from time to time;
 - ii. to the Corporation, all and every assessment, demand, and levy for contribution to, reimbursement of, and payment for, expenses and costs incurred by the Corporation, which are wholly or partly directly attributable to his Unit, which are levied, assessed or demanded against his Unit from time to time or which are the subject of indemnification as prescribed in this By-law or at law;
 - iii. to the Corporation, all interest on such accounts, assessments, levies and sums demanded in arrears as prescribed in such accounts, assessments, levies, and demands as required, permitted or authorized in these By-laws; and
 - iv. to the Appropriate Authority, all and every account, statement, bill, rate, charge, tax outgoing, and assessment that may be payable in respect of his Unit from time to time;
- c. shall duly and properly maintain and keep his Unit in a good state of cleanliness and repair, and in so doing, each Owner shall:
- i. forthwith and promptly carry out and complete any work that may, from time to time and at any time, be ordered by the Appropriate Authority in respect of his Unit;
 - ii. repair and maintain his Unit, and shall complete any construction, repair or maintenance of his Unit or any applicable portions of the Common Property including, without limitation, any Exclusive Use Areas assigned to an Owner, in strict compliance with these By-laws and any applicable law, rule, regulation, ordinance, code, requirement or by-law of any Appropriate Authority;
 - iii. when completing any construction, repair or maintenance of his Unit or any applicable portions of the Common Property, including without limitation, any Exclusive Use Areas assigned to an Owner, shall not damage any Common Property, or any other Unit, and without limiting the generality of the foregoing, an Owner shall not damage the exterior window frames and doorframes which constitute Common Property when repairing, maintaining or replacing an Owner's exterior windows or doors (inclusive of screen doors);
 - iv. not make or cause to be made any additions, changes or alterations to the Building in which the Owner's Unit is situated (or any other Building), or any part of the plumbing, heating, mechanical, ventilation, electrical or drainage systems, either within or servicing his Unit without first obtaining the written consent of the Corporation, the approval of the Corporation's engineer if requested or required by the Board, and all necessary approvals required from the Appropriate Authorities. The Owner requesting the approvals from the Corporation and the Corporation's Engineer shall submit all design plans and specifications pertaining to the Owner's proposed additions or alternations for review by the Corporation and the Corporation's Engineer; and if requested by the Corporation, such Owner shall also provide to the Corporation and the Corporation's Engineer such other information or documentation that the Corporation or the Corporation's Engineer deems necessary. The Corporation at its sole discretion may elect not to review such design plans and specifications

pertaining to the Owner's proposed additions or alternations until such time as the Owner has received all necessary and required permits, authorizations and approvals from the Appropriate Authorities and has provided the same to the Corporation and the Corporation's Engineer. The Owner requesting the approvals from the Corporation and the Corporation's Engineer shall pay all of the fees, costs and expenses of the Corporation's Engineer with respect to the review and approval of the Owner's design plans and specifications, and also the fees and expenses of such Engineer for such Engineer to inspect and monitor any alterations or additions that have been approved by the Corporation to ensure that the same are fully compliant with the design plans and specifications that were approved by the Corporation and to ensure that the same are being completed and constructed to the satisfaction of the Corporation. The Owner completing the approved additions or alterations cannot rely on the Corporation or the Corporation's Engineer to ensure that any of their approved alterations or additions are being completed or constructed correctly, and such Owner acknowledges and agrees that such inspections and monitoring of such alterations and additions by the Corporation's Engineer is exclusively for the benefit and protection of the Corporation and no other party. The Owner completing the alterations or additions that have been approved by the Corporation, the Corporation's Engineer and the Appropriate Authority shall complete the same in compliance with such approvals and shall also construct the same in compliance with all applicable laws, rules, regulations and codes including, but not limited to, building, safety and fire codes. Without limiting the foregoing, the Owner shall ensure that a proper "prime contractor" under the *Occupational Health and Safety Code* is appointed which in all circumstances shall not be the Corporation or the Corporation's Engineer. The Owner shall immediately remediate any deficiencies or conduct any reconstruction of the approved additions or alterations being completed by such Owner as may be required by the Corporation's Engineer. Any alteration of addition made by an owner without the approvals as required under this By-law or any work or improvements being completed by such Owner that require remediation or reconstruction by reason of the Corporation's Engineer requiring the same or by reason of the same not complying with any applicable approvals, laws, rules, regulations or codes may be restored or removed by the Corporation or its duly authorized representatives, contractors or agents, and any costs incurred by the Corporation as a result thereof shall be paid immediately by such Owner to the Corporation and shall bear interest at the Interest Rate.

- v. not do any act or permit any act to be done, or alter or permit to be altered, his Unit, in any manner whatsoever, which will alter either of the exterior appearance of the Building in which his Unit is situated, or the structure of his Unit or any other Units or any other Building;
- vi. not do or permit anything to be done that may cause damage to or will alter the appearance of any of the Buildings or the Common Property without first obtaining the written consent of the Corporation;
- vii. not do or permit anything to be done in his Unit, upon the Common Property, or in the Project (including the failure to do anything) which will or would tend to increase the risk of hazard or the rate of insurance premiums with respect thereof or which would render invalid any insurance maintained by the Corporation;
- viii. not do or permit anything to be done in or on his Unit, upon any Common Property or in the Project that would constitute either an environmental or health hazard including, without limiting the generality of the foregoing, bringing either environmentally or hazardous or explosive substances or contaminants into the Project unless properly contained and safely

- handled and stored, and omitting or permitting an emission of substances constituting a release of contaminants in the opinion (as legally described) by Appropriate Authority;
- ix. comply with all Rules, Regulations, By-laws, and Resolutions, in respect of the maintenance, repair, and cleanliness of any of the Units the Common Property the Buildings or the Project generally; and,
 - x. not, in the course of any repair, maintenance, cleaning, renovation or alteration of his Unit or the Common Property, permit or cause to be permitted or to be registered against the Common Property and any interest in the Common Property of any other Owner any claim, lien, charge or encumbrance;
- d. shall adhere to, comply with, and strictly observe this By-law and each and every part thereof and all Rules, Regulations, By-laws, and Resolutions, in respect of the use of, either or both, his Unit and the Common Property, and in so doing, each Owner:
- i. shall use and enjoy the Common Property in such a manner as to not unreasonably interfere with the use and enjoyment thereof of others entitled and authorized to do so including, without limitation, the good, safe, orderly and scheduled (if scheduling is prudent in the opinion of the Board) and prudent use of the Common Areas and any machinery or equipment therein in accordance with any Rules and Regulations enacted by the Board in such regard from time to time;
 - ii. shall not use his Unit or permit or cause the Unit to be permitted, to be used in any manner for any purpose which is or may be illegal, injurious, or that may cause nuisance or hazard to any other Owner or an Occupier of any other Unit;
 - iii. shall promptly notify the Corporation forthwith upon any change in possession, or of Ownership or of an Occupant of the Owner's Unit;
 - iv. not use the Owner's Unit or permit it to be used, in whole or in part, for any purpose prohibited by an Appropriate Authority or which may be injurious to the reputation of the Project;
 - v. subject to 2.1.d.iv., shall not use his Unit or permit the use of his Unit for any purpose other than that as permitted by law in respect of his Unit;
 - vi. shall not erect, place, allow, keep or display signs, which includes without limitation, "for sale" signage, billboards, advertising matter or other notices or displays of any kind on the Common Property or in or about any Unit or on any allocated or temporary Parking Space or on or about any Exclusive Use Areas in any manner unless the same has been approved by the Board;
 - vii. shall not make or permit noise in or about any Unit or Common Property or the Project which in the opinion of the Corporation is a nuisance or unreasonably interferes with the use and enjoyment of any other Owner or Occupant as to that Owner's Unit or the Common Property and no instrument or other device shall be used within a Unit which in the opinion of the Corporation causes excessive noise, a disturbance or interferes with the comfort of other Owners;
 - viii. shall not park a Private Motor Vehicle anywhere on the Project except where expressly authorized or permitted pursuant to Article 8 of these By-laws;
 - ix. shall not bring onto the Parcel any machinery, vehicles, trucks, boats, campers, trailers, or anything that may be prohibited by the Board from time to time, other than Private Motor Vehicles and such Private Motor Vehicles shall be restricted to the Roadway and Parking Areas at all times, subject always to the provisions of Article 8 of these By-laws.
 - x. shall obey all speed limits posted physically by the Corporation, or as set out in the Rules and Regulations of the Corporation;

- xi. shall not erect or place any building, structure, tent, or other improvement (temporarily or otherwise) on the Common Property or on any Allocated Parking Spaces assigned to him without first obtaining the consent of the Corporation;
- xii. shall not, without first obtaining in writing approval thereof by the Board, permit, erect or hang over or cause to be erected or to remain on any other part of a Unit or on the Common Property, the Buildings, or on any part of the Project, garbage disposal equipment, fences, barriers, partitions, awnings, shades or screens or any other matter or thing. No satellite dish, television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Unit or a Building or placed anywhere on the Project except as authorized by the Board and then only in accordance with the Regulations which may be established by the Corporation in such regard;
- xiii. other than a barbeque as previously approved in writing by the Board and placed only on the Owner's Exclusive Use Area, shall not store any combustible, inflammable, or offensive goods, provisions, or materials in, on or through, either, any Unit or anywhere on the Common Property unless such goods, provisions, or materials are stored in such areas and in such manner that the safety of the Unit, and all Units, and Common Property is ensured and provided that such storage will not, either, void any insurance policies held by the Corporation or cause increase in the premiums payable for such insurance, and the Owner notifies the Corporation (with particulars of such storage, including description of what is being stored) of such storage in writing;
- xiv. shall not, without first obtaining in writing approval thereof by the Board, bring on or through or permit to be brought on or through any Unit or the Common Property, any combustible or inflammable goods, provisions or materials other than a barbeque previously approved in writing by the Board and which must be kept only on the Owner's Exclusive Use Area.
- xv. shall not do anything or permit anything to be done in his Unit or on the Common Property that is contrary to any statute, ordinance, by-law or regulation of any Appropriate Authority;
- xvi. shall not do or permit anything to be done that may cause damage to any trees, plants, bushes, flowers or lawn in the Project and shall not place chairs, tables, devices or other objects on the lawns and grounds of the Project so as to damage them or to prevent growth, or to interfere with the cutting of the lawns or with the maintenance of the grounds to the Project generally;
- xvii. shall not deposit refuse and garbage in or outside his unit other than in proper garbage containers or as designated by the Board;
- xviii. shall not permit any Occupants, guests, invitees, licensees, agents, or visitors to trespass on any part of the Parcel or in the Project to which another Owner is entitled to, whether a Unit, Exclusive Use Area or a Parking Space;
- xix. shall not either wash or repair automobiles, motor vehicles, trucks, trailers or other machinery in any Unit or any Common Property, unless in facilities provided for such purposes in the Project or otherwise first obtaining the written approval of the Board;
- xx. shall not use any part of the Common Property for any purpose or use whatsoever, other than such portion of the Parking Areas that have been designated to an Owner as Allocated Parking Spaces;
- xxi. shall not allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles or any other equipment to be stored anywhere on or in the Project including, without limitation, the Owner's Allocated Parking Spaces;

- xxii. shall not keep anywhere in the Project (including, without limitation, the Owner's Allocated Parking Spaces) any private passenger automobile or machinery whatsoever which is not in operating condition;
- xxiii. shall not do any act, thing or activity or allow or permit any act, thing or activity that creates or causes toxic mold in his Unit or anywhere else in the Project, even where such act, thing or activity has been permitted by an Appropriate Authority;
- xxiv. shall not obstruct or permit any entry, walkways, passage or driveway areas in the Project including, without limitation, the Roadway;
- xxv. shall ensure that their Unit remains heated at all times to a temperature that will ensure no damage (such as frozen pipes) occurs to their Unit or Building in which their Unit is situated;
- xxvi. shall not use any toilet, sink, tub, drain or other plumbing fixture in the Project for a purpose other than that for which it is constructed and shall not overload any electrical circuits;
- xxvii. shall not allow any Common Area around his Unit to become untidy;
- xxviii. shall not allow or cause any business or personal property or articles belonging to him to be kept anywhere except inside his Unit other than the Owner parking a Private Motor Vehicle in the Owner's Allocated Parking Space pursuant to and in compliance with Article 8 of these By-laws and any items that have been authorized by the Board to be kept on an Owner's Exclusive Use Area;
- xxix. shall not, without the consent in writing of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems, utilities areas, building maintenance, storage areas or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- xxx. shall not, unless in strict compliance with the Rules and Regulations of the Corporation (including, without limitation, Board approval if so provided in such Rules and Regulations) keep, harbor, house, or in any manner whatsoever, allow anywhere in, either, the Unit or the Project any animals of any type or nature, other than pets that have been approved in writing by the Board, such approval may be arbitrarily withheld, and once given, may be cancelled, and in the circumstances where a pet or animal has been approved by the Board, it shall be exclusively the Owner's responsibility and obligation to ensure that such pet or animal does not damage the Project in any manner whatsoever and without limiting the generality of the foregoing, the Owner shall be responsible for cleaning up such pet or animal's waste and defecation.
- xxxi. shall exercise reasonable care and caution in permitting access to either the Unit or the Common Property by other persons to ensure the safety, security, peace and quiet of other Owners and Occupiers in the Project;
- xxxii. shall ensure that any and all Occupants of his Unit comply with those requirements that the Owner must comply with under this By-law, and all other By-laws, Rules, Regulations and Resolutions;
- xxxiii. shall ensure that the portions of the Common Property set aside or designated as Parking Areas are only used for the purpose of parking Private Motor Vehicles in compliance with any Rules and Regulations that may be enacted by the Board from time to time in connection with the general use and maintenance of such Parking Areas;
- xxxiv. shall keep the steps and landing areas that are adjacent to the Owner's Unit which provide access to and from the Unit, free and clear of ice and snow, clean and free from all refuse, debris, and garbage whatsoever, notwithstanding that such steps and landing areas constitute Common Property;

- xxxv. shall not interfere with, alter, or do any act or thing that would harm or change the appearance or character of the landscaped/garden areas adjacent to an Owner's Unit (or any other landscaped/garden areas adjacent to any other Unit) and without limiting the generality of the foregoing, an Owner shall not utilize such landscaped/garden areas for storage or for the placement of any object or thing in the same;
- xxxvi. shall not smoke, use or consume cannabis (marijuana) or related, ancillary or derivative cannabis products (hereinafter collectively referred to as "Cannabis") anywhere on the Common Property, unless such Owner or Occupant has received a medical prescription, licence or permit from an Appropriate Authority, authorizing such Owner or Occupant to smoke, use or consume Cannabis;
- xxxvii. shall not smoke Cannabis in any Unit, unless such Owner or Occupant has received a medical prescription, licence or permit from an Appropriate Authority, authorizing such Owner or Occupant to smoke, use or consume Cannabis; and any Owner or Occupant who has received a medical prescription shall not smoke Cannabis in any Unit unless such method of consumption is medically necessary; and any Owner or Occupant shall ensure that any use or consumption of Cannabis in such Owner's or Occupant's Unit (other than pursuant to a medical prescription, licence or permit from an Appropriate Authority) is done so as not to interfere with or cause a nuisance or deleterious effect on the use and enjoyment of adjacent Units or the Common Property;
- xxxviii. shall not grow any Cannabis plants in his Unit, or manufacture or produce any Cannabis products in his Unit;
- xxxix. shall ensure that any smoking, use or consumption of any tobacco products by an Owner or Occupant in such Owner's or Occupant's Unit is done so as not to interfere with or cause a nuisance or deleterious effect on the use and enjoyment of adjacent Units or the Common Property.
- e. indemnify and save harmless the Corporation from and against all claims, demands, liabilities, actions and prosecutions which may be asserted, made or brought against the Corporation; and all losses, damages, costs and expenses which may be suffered, incurred or sustained by the Corporation, directly or indirectly arising out of or as a result of:
 - i. the failure of either or both of the Owner and any Occupant of the Unit to adhere to, comply with, and strictly observe this By-law, and all By-laws, Resolutions, Rules, and Regulations;
 - ii. the failure of the Owner to repair, maintain, and keep clean his Unit and any improvements or additions thereto or the Common Property in accordance with this By-law, and all By-laws, Resolutions, Rules and Regulations;
 - iii. the replacement, repair, maintenance, and cleaning of his Unit or the Common Property, whenever on the failure of the Owner to do same, after reasonable notice, the Corporation has elected to do so;
 - iv. all and every breach, default, and contravention of this By-law, and all By-laws, Resolutions, Rules, and Regulations, by the Owner and any Occupant; and,
 - v. all and any repair, maintenance, replacement, and cleaning to his Unit or the Common Property required to be done by the Corporation or resulting from any act or omission of the Owner or any Occupant; and
- f. maintain improvements on and comprising the Unit consistently with and in total integrity with the balance of the Project, and in so doing, each Owner shall:
 - i. observe, comply and adhere to all Rules, Regulations and By-laws existing or in the future promulgated in respect to the Project to maintain architectural integrity of design and

- appearance (including, without limitation, matters relating to maintaining fuel efficiency and sound attenuation) of the Project as a whole;
- ii. insure the Unit and all improvements in and comprising the Unit in accordance with these By-laws; and,
- iii. permit the Corporation, its representatives, and persons authorized by the Corporation to enter the Unit to carry out maintenance and repair work required to be performed in maintenance and betterment of the Project generally.

2.2 Repair and Maintenance

In clarification of the repair and maintenance responsibilities of the Corporation and each Owner, as prescribed by the Act and this By-Law:

- a. The Owner shall be responsible to repair, maintain, keep clean and replace, as and when reasonably necessary, his Unit including, but not limited to:
 - i. all interior surfaces, improvements, structures, fixtures and appurtenances of any type or nature that are comprising the Unit;
 - ii. all appliances, equipment and machinery in the Unit;
 - iii. all plumbing and plumbing fixtures (including without limitation, hot water tanks) and all electrical systems, including all electrical fixtures in and comprising the Unit;
 - iv. all mechanical systems, including any heating, ventilating and air conditioning systems, in and comprising the Unit;
 - v. all doors and windows in and comprising the Unit, including without limitation, the Unit's exterior doors (including screen doors) and exterior windows;
 - vi. all carpentry, floor coverings (including all tile, carpet and wood), wall coverings and finish, drywall, wainscoting, kick plates, baseboards, trim, the surface covering of all ceilings and all non-load bearing partitions in the Unit;
 - vii. all window coverings, subject to the approval by the Corporation of design, color and materials, provided that any window coverings, linings, sheaths, or portions whereof visible from the outside of any Unit shall be subject to any Regulation thereof imposed from time to time by the Board; and
 - viii. keeping the steps and landing areas that are adjacent to and provide access to an Owner's Unit, free and clear of ice and snow, clean and free from all refuse, debris and garbage whatsoever.
- b. The Corporation shall be responsible for the repair, maintenance and replacement, as and when reasonably necessary, of the Common Property and the property of the Corporation, property insured by the Corporation to the extent of the proceeds of insurance paid to the Corporation, the heating (including heat distribution), ventilating, plumbing and electrical systems in and generally serving the Project (subject to the Owner's responsibility in Article 2.2.a. above), and structural elements of the Project comprised in the Common Property, and for the purposes of clarity, the Corporation's maintenance and repair obligations do not include or extend to keeping the steps and landing areas that are adjacent to and that provide access to an Owner's Unit, free and clear of ice and snow, clean and free from all refuse, debris, and garbage.
- c. Unless otherwise stated in these By-laws or in the Act, in the event of any insured loss, the deductible under any claim shall be the responsibility of the party charged with the responsibility for repair, maintenance and replacement as if the loss was not insured. For further clarification, the Corporation may pay an insurance deductible in an insurance claim and recover the amount of the deductible, up to a maximum of \$50,000.00 or such other greater amount permitted under the Act, from an Owner, in accordance with section 62.4 of the regulations under the Act.

- d. Notwithstanding anything to the contrary expressed or implied above, repair, maintenance or replacement necessitated by the act or omission of an Owner (or someone for who such Owner is legally responsible), although the responsibility of the Corporation, shall be effected at the expense and cost of such Owner.
- e. For the purposes hereof, "replacement" shall include improvement, enhancement, redecoration and betterment, as the case may be.

2.3 General Obligations

The duties and obligations of each Owner under this By-law are in addition to the duties and obligations imposed upon an Owner under the Act.

2.4 Leasing of Units

In the event that an Owner leases or rents out his Unit:

- a. As a condition of doing so the Owner shall furnish to the Corporation an undertaking, in a 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 units under section 54 of the Act; and
 - iii. make applications to the Court under sections 55 and 56 of the Act;
- c. No tenant 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 whom 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 a rental payment made to the owner; and
- d. The foregoing provisions regarding leasing of Units are in addition to and not in substitution for the provisions of the Act pertaining to the same;

Article 3

THE CORPORATION

3.1 Non Profit Organization

The Corporation is not organized for profit. Accordingly, no Owner, Board Member, or person from whom the Corporation may receive property or funds shall receive or be lawfully entitled to legally receive any pecuniary profit from the operations of the Corporation; provided that the foregoing shall neither prohibit, prevent, or restrict payment by the Corporation and receipt by Owners or Board Members of compensation, reimbursement, or remuneration as are hereinafter expressly provided nor prohibit any such person or party from contracting directly or indirectly with the Corporation in the normal course of such person's or party's business irrespective of any profit to such person or party thereunder.

3.2 Duties of Corporation

In addition to the duties imposed upon the Corporation under the Act, the Corporation shall:

- a. control, manage, maintain, repair and administer the Common Property (except as expressly required to be done by an Owner pursuant to this By-law) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- b. without limiting the foregoing, maintain and repair (including renewal or remediation where reasonably necessary), pipes, wires, cables, ducts, conduits, plumbing systems, sewers and other facilities where the same are Common Property and do not form part of a Unit for the furnishing of utilities existing in the Parcel and servicing the Project;
- c. do all things required of it by the Act, this By-law and any other By-laws, Rules and Regulations, and Resolutions in force from time to time;
- d. provide and maintain in force all such insurance as is required by the Act, if any, and by the provisions of this By-law and enter into insurance trust agreements from time to time as required by the Insurance Trustee and approved by the Board and, on the written request of any Owner or Mortgagee of a Unit, or the duly authorized agent of such Owner or Mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt of receipts for the last premium or premiums in respect thereof;
- e. except as otherwise specifically provided in this By-law, maintain and repair the exterior or outside surfaces of the Buildings (excluding exterior windows and doors, which includes screen doors, and the Units situated in such Buildings and also excluding keeping any steps and landing areas that provide access to a Unit, free and clear from ice, snow, garbage, refuse or debris) and all other outside accouterments affecting the appearance, usability, value or safety of the Project and the Common Property, including the Roadway, the Parking Areas and any landscaping and sidewalks which are located on any part of the Common Property;
- f. collect and receive all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank, trust company, credit union or any Alberta Treasury Branch;
- g. 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 Project, the Corporation and the Owners as, to the Board, may deem justifiable in the management or administration of the Project;
- h. maintain the Roadway and Parking Area only to the extent as mandated and required pursuant to the provisions of Article 8 of these By-laws;
- i. provide or designate garbage receptacles or containers on the Common Property for use by all the Owners and provide for regular collection therefrom;
- j. at all times keep and maintain for the benefit of the Corporation and all Owners, copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to the Act;
- k. maintain and keep current registers of leases of Common Property (if any) in respect to the Project;
- l. as prescribed by the Act and the regulations to the Act, from time to time retain a qualified person to carry out and complete reserve fund studies, prepare reserve fund report(s) and prepare reserve funds plan(s), and pursuant to same, provide and maintain out of the assessments to be levied by the Corporation towards the Common Expenses, or otherwise, such amount as determined from time to time to be fair and prudent as prescribed by the Act for a replacement reserve fund and the replacement reserve fund shall be an asset of the Corporation;
- m. shall indemnify every Member of the Board, Manager, officer or employee of the Board and his or her heirs, personal representatives and administrators against all losses, costs and expenses, including legal fees (on a full indemnity basis), reasonably suffered or incurred by such person in connection with

any action, suit or proceeding to which such person may be made a party by reason of such person being or having been a Board Member, Manager, officer or employee of the Corporation, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action, or for unjustified profit or advantage, or for any illegal act done or attempted in bad faith or dishonesty. All liabilities, losses, damages, costs and expenses incurred or suffered by the Corporation by reason of, or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. 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. The foregoing provision shall not relieve the Corporation from obtaining insurance for any liability incurred by a Member of the Board or an officer of the Corporation as required under these By-laws or under Section 47(7) of the Act, and the Corporation shall not be obligated to indemnify any Member of the Board, Manager, officer or employee of the Board, or such persons' respective heirs, executors and administrators against the liabilities referenced hereabove in the event that the insurance placed and maintained by the Corporation pursuant to these By-laws and under Section 47(7) of the Act fully indemnifies and reimburses such Member of the Board, Manager, officer or employee of the Board for any such liability suffered or incurred or any portion thereof;

3.3 Powers of Corporation

In addition to the powers and rights conferred upon the Corporation under the Act, the Corporation may, and is hereby authorized to:

- a. purchase, hire or otherwise acquire personal 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 including, without limiting the generality of the foregoing, to contract with suppliers of any and all services that the Board considers prudent;
- b. generally incur and pay all necessary expenses and impositions in order to perform, observe and comply with these By-laws, the Act, or the laws, rules, regulations and by-laws of any appropriate authority;
- c. borrow monies required by it in the performance of its duties or in the exercise of its powers provided that each such borrowing or combination of borrowings in excess of 25% of the current year's Budget for Common Expenses shall be approved or ratified by Ordinary Resolution;
- d. 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 combination of those means;
- e. invest as it may determine any contributions towards the Common Expenses subject to the restrictions set forth in the Act;
- f. make an agreement with the Owner or Occupant of any Unit for the provision of amenities or services either by the Corporation to the Unit or to the Owner or Occupant thereof or by the Owner or Occupant to the Unit or the Project;
- g. to remove from the Parcel anything that is not an Owner's Private Motor Vehicle at the expense of the Owner of the same and to remove (by towing or any other method) any Private Motor Vehicle that is improperly parked or located on the Parcel at the expense of the Owner of the same.
- h. make such Rules and Regulations and enact such Resolutions, as it may deem necessary or desirable from time to time in relation to the maintenance, safety, repair, use and enjoyment of the Project, the Units and Common Property, and for the control, management and administration of the Project

generally and do all things reasonably necessary for the enforcement of the By-laws, Rules, Regulations and Resolutions including, without limiting the generality of the foregoing, the commencement of and taking action under of the Act, and all subsequent proceedings relating thereto, subject to the following;

- 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, including 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;
- i. to maintain and repair the Exclusive Use Areas only to the extent mandated or required under Article 9 of these By-laws;
- j. determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- k. raise amounts so determined by levying assessments on the Owners in proportion to the Unit Factors for their respective Units (subject to Article 3.3.s. and Article 7 hereof) or as otherwise provided for in these By-laws;
- l. charge interest on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- m. pay an annual honorarium or stipend 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;
- n. in the event of any infraction or violation of, or default under these By-laws or any Rules, Regulations or Resolutions of the Corporation on the part of an Owner, an Occupant, or any of their servants, agents, licensees, or invitees, correct, remedy, or cure, and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default may 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 at the Interest Rate until paid;
- o. 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 the By-laws or any Rules, Regulations or Resolutions established by the Corporation and there shall be added to any judgment, all costs of such action including costs as between solicitor and his own client and 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;
- p. exercise the powers provided for in Section 36 of the Act;
- q. appoint an Insurance Trustee if determined appropriate, prudent or necessary in accordance with Article 6.15;
- r. if at any time it appears that the annual assessments or contributions towards the Common Expenses will be insufficient to meet the Common Expenses, assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses, provided that the Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the purpose of the assessment, the total amount

- of the assessment, the method used to determine each Unit's share of the assessment, the amount of each Unit's share of the assessment, and the date or dates on which assessment is to be paid;
- s. whenever and if the allocation of expenses, costs or charges hereunder are inequitably assessed on the basis of Unit Factors, weigh, allocate and assess against the Owners and their respective Units such expenses, costs and charges in such equitable manner as the Board shall from time to time and at any time resolve, provided that such manner of weighing, allocation and assessment will be notified to Owners on assessment and without limiting the generality of the foregoing, allocation and assessment of the whole of an expense, cost or charge to a single Owner or Unit shall be permitted;
 - t. charge a fee in respect of either the issuance of any Estoppel Certificate or any information which the Corporation is required or may produce to an Owner, Mortgagee or other party hereunder or pursuant to the Act;
 - u. in the event of any lease of a Unit in breach of these By-laws and in addition to such powers arising on breach or default of these By-laws:
 - (1) give notices to give up possession of such Units under the Act; and,
 - (2) make applications to the Court under the Act;
 - v. do all things which are, either or both, incidental to or conducive to the exercise of its powers granted, both, under the Act and the By-laws; and,
 - w. subject to any limitations and prohibitions expressed or imposed by the Act, do all things and have such rights, powers and privileges available to any corporation under the *Business Corporations Act* of Alberta (as amended and replaced from time to time).

3.4 Additional Powers of the Corporation Upon Breach of By-laws

- 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 paragraph c. below;
 - viii. a description of corrective or other action, if any, that must be taken in respect of the non-compliance, including pursuant to paragraph b. below; and
 - iv. 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 Article 3.4a.iv. of these By-laws, 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 paragraph a. and notice of sanction under this paragraph b.

- 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 Article 3.4a.iv. of these By-laws, 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, 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 Article 3.4b of these By-laws.

- 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 Article 3.4 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 Article 3.4, 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 Article 3.4 of these By-laws, 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 Article 3.4 shall be served in accordance with Article 11.1 of these By-laws.
- i. Unless otherwise stated in these By-laws, the Corporation may delegate a power or duty under this Article 3.4, including service of notice of proposed sanctions. The Corporation shall not delegate the power to decide to impose a sanction.

3.5 General Powers of Corporation

The powers, rights, duties, and obligations given to and imposed upon the Corporation under this By-law and all parts thereof are in addition to all and any powers, rights, duties, and obligations given to and imposed upon the Corporation under the Act and at law.

3.6 Resolutions in Writing by Owners

Subject to Article 3.7 hereof, the Corporation shall carry on its business and exercise and perform its powers and duties pursuant to duly enacted Resolutions made from time to time at General Meetings of the Corporation; provided that any Resolution of the Owners, made in writing and signed by each Owner (or the person so required and authorized to sign same), shall have the same effect as a Resolution duly enacted at a duly convened General Meeting of the Corporation.

3.7 General Business of Corporation

Subject to such restrictions as are hereinafter set forth or imposed by Resolution of the Owners enacted from time to time at General Meetings of the Corporation or by Resolution in writing pursuant to Article 3.6 hereof, the powers and duties of the Corporation, including the day-to-day general business of the Corporation, shall be exercised, performed, and carried out by the Board.

3.8 Corporate Seal

The Corporation shall have a common seal, which will be in such form and device as may be adopted by the Board, by Resolution, and the Board may from time to time make such provisions or Regulations as the Board sees fit with respect to affixing the said common seal and the appointment of Board Members or Officers or other persons to attest by their signature that such said common seal is duly affixed; provided that in the absence of such said provisions or Regulations, the said common seal shall be affixed only in the presence of and as attested by two (2) Board Members, except where the Board is constituted by only one (1) Board Member, in which case that Board Member's signature, alone, shall suffice.

3.9 Expenditure Under Reserve Fund

The Corporation shall hereby be authorized from time to time and at any time to withdraw and expend funds from its capital replacement reserve fund for capital improvements, provided such funds are being withdrawn and expended reasonably in accordance with the Corporation's then most current reserve fund plan, both as to the timing of such expenditure and the amount of such expenditure and is in compliance with the requirements of the Act, as so verified, approved and resolved by the Board.

Article 4 **THE BOARD**

4.1 Duties of the Board

The Board shall:

- a. subject to any limitations specifically imposed by the Corporation, perform and carry out the directions, duties, and responsibilities of the Corporation, and particularly, those directions of the Corporation imposed on the Board from time to time pursuant to Article 3.7 hereof;
- b. perform and carry out the duties and responsibilities of the Board as are imposed by the By-laws of the Corporation;
- c. keep minutes of its proceedings, and, upon written request, provide copies thereof to Mortgagees;
- d. cause minutes to be kept of General Meetings of the Owners, and, upon written request, provide copies thereof to Mortgagees;
- e. cause proper books of account to be kept in respect of all sums of money received and expended by it and all the matters in respect of which receipt and expenditure shall take place;
- f. prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each Annual General Meeting;
- g. maintain financial records of all assets, liabilities and equity of the Corporation;
- h. 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 all reasonable times;
- j. cause to be prepared and distributed to each Owner and to each Mortgagee a copy of the Financial Statement, a copy of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report, if commissioned, within 120 days after the end of the fiscal year of the Corporation;
- k. within 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; and,
- l. 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.

4.2 Powers of the Board

The Board may:

- a. subject to any restrictions imposed or direction given by the Owners, carry on the day-to-day business and affairs of the Corporation, with all of the due and proper authority of the Corporation, and without limiting the generality of the foregoing, enact either Resolutions or Rules and Regulations on behalf of the Corporation as permitted under these By-laws;
- b. 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;
- c. 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;
- d. subject to any restriction imposed or direction given by the 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;
- e. on behalf of the Corporation, enter into contracts with Owners or any other persons or parties for the purposes of carrying out the repair, maintenance, renovation, cleaning and to generally control, to the extent of the Board shall consider it reasonable, the Units, the Common Property (or portions thereof) and/or the services and utilities thereto; and,
- f. obtain and retain by contract the services of a Manager or agent for the purposes of managing the Project (including, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide, subject always to the control and direction of the Corporation and the Board, 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.

4.3 Composition of the Board

The Board shall consist of not less than two (2) nor more than eight (8) individuals who may be Owners or spouses of Owners, representatives of Mortgagees of Units, representatives of principals of corporate Owners, or any combination of the foregoing. The Board shall be elected at each Annual General Meeting by Ordinary Resolution (although Members may also be elected at an Extraordinary General Meeting). Where a Unit has more than one Owner, only one person in respect of that Unit may sit on the Board at any point in time.

4.4 Annual Retirement of the Board

At each Annual General Meeting of the Corporation all the Members of the Board shall retire from office and the Corporation shall elect a new Board.

4.5 Eligibility of Member

A retiring Member of the Board shall be eligible for re-election.

4.6 Removal of Member by Ordinary Resolution

Except where the Board consists of all of the Owners, the Corporation may, by Ordinary Resolution 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.

4.7 Vacancy on Board

Where a vacancy occurs on the Board hereunder, 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 this By-law.

4.8 Quorum of Board

A Quorum of the Board is two (2) where the Board consists of two (2) or three (3) Members, three (3) where the Board consists of four (4) or five (5) Members, four (4) where the Board consists of six (6) or seven (7) Members, and five (5) where the Board consists of eight (8) Members.

4.9 Election of Board/Officers

Subject to Article 4.3 hereof, at the first meeting of the Board and at the first meeting of the Board after each Annual General Meeting of the Corporation (and at such other times as the Board shall consider it prudent), the Board shall elect from among its members, officers. These officers shall hold office until either disqualified or replaced (whichever shall occur first), it being provided that:

- a. the President shall serve as the chief executive officer of the Corporation and shall serve as Chairman of all meetings of the Corporation and all meetings of the Board; the President shall have general and active management of the affairs of the Corporation (subject to any direction and limitation imposed by the Corporation and the Board) and shall have general superintendence and direction of all other officers of the Corporation;
- b. the Vice-President shall serve as President in the absence or disability of the President and shall have such other duties, authority and powers as may be designated to the Vice-President by, either, the President or the Board from time to time;
- c. the Secretary/Treasurer shall:
 - i. attend all meetings of the Board and all meetings of the Corporation and shall cause records and minutes thereof to be recorded and maintained; and as and when required, cause notices to be issued and filings and registrations to be made; all books, records, papers, documents, and instruments of the Corporation and the corporate seal of the Corporation shall be in the care and custody of the Secretary/Treasurer; and
 - ii. cause to be kept proper and diligent accounting records for the Corporation and shall cause the proper and safe deposit and safekeeping of monies and securities of the Corporation and shall effect the disbursement of Corporation funds as and when required; the Secretary/Treasurer shall render the Corporation accounts to the Board as required;
- d. the Chairman at any meeting of the Board or at any meeting of the Corporation shall not have a casting vote in addition to his original vote;
- e. a person shall cease to be an officer of the Corporation if and when such person shall cease to be a member of the Board; and where a person ceases to be an officer of the Corporation, the Board shall designate from its members a replacement for the remainder of the term of office;
- f. a Board Member may hold the position of one or more officers simultaneously.

4.10 Absence of President or Vice-President

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.

4.11 Additional Duties

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

4.12 Meetings of the Board

The Board shall meet as, then and where it shall see fit, or as the President shall from time to time designate. Unless otherwise determined by the Board, Board meetings shall be restricted to Board members and invitees.

4.13 Majority Vote and Resolutions in Writing

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.

4.14 Validity

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, is valid as if the Member had been duly appointed or had duly continued in office.

4.15 Resignation or Removal of Member

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

- a. by notice in writing to the Corporation resigns his office; or
- b. is in arrears more than 60 days of any contribution, levy or assessment required to be made by him as an Owner or becomes bankrupt; or
- c. is found lunatic or becomes of unsound mind, or is determined to have lost capacity pursuant to any applicable legislation; or
- d. is convicted of an offence involving moral turpitude; or
- e. is absent from meetings of the Board for a continuous period of 4 months or 4 consecutive meetings without the consent of the remaining Members of the Board and a majority of the remaining Members of the Board resolve at 2 meetings of the Board held at least 7 days apart that his office be vacated; or
- f. he ceases to qualify for membership pursuant to this By-law; or
- g. in the case of a company or corporation which is a Member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or
- h. in the case of a member delegated by an Owner (be such Owner a company or corporation or otherwise), if such Owner is in arrears more than 60 days of any contribution, levy or assessment required to be made by him as an Owner or if such Owner becomes bankrupt.

4.16 Signing Officers (without seal)

The Board shall determine, by Resolution from time to time, the manner and which an officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

4.17 Corporate Members

No corporation or body corporate shall be a member of the Board, but should a corporation run for, be elected as, or be appointed as a Member of the Board, its membership shall be held by and served through such corporation's delegate who shall be the Member of the Board for all purposes notwithstanding that the delegate shall not occupy the Unit or any part of the Project. Any corporation owning more than one unit can hold a number of memberships on the Board equal to the number of units owned by such corporation, and may appoint representatives for each such Board membership, as hereinbefore provided.

Article 5

MEETINGS OF THE CORPORATION

5.1 Annual General Meetings

Annual General Meetings shall be held once in each calendar year, and not more than 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.

5.2 Requirements to Calling Meetings

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than 50% of the total Unit Factors for all the Units or upon the request in writing from Mortgagees against Units in respect of which corresponding Unit Factors represent not less than 50% of the total Unit Factors or a combination of such Owners or Mortgagees entitled to vote with respect to 50% of the total Unit Factors convene an Extraordinary General Meeting. An Extraordinary General Meeting requested by Owners or Mortgagees must be convened within thirty (30) days of the Board's receipt of the request.

5.3 Notice of Meetings

- a. Notice shall be given to the Owner and to the Mortgagees in the manner prescribed in this Article 5, 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 notice of a General Meeting required under this By-law, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

5.4 Notice of Annual General Meetings

Subject to the Act and regulations thereunder, 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:

- 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.

5.5 Notice of Extraordinary General Meetings

Subject to the Act and regulations thereunder, 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:

- 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.

5.6 Special Business

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.

5.7 Requirement for Quorum

Save as in this By-law 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 present in person or by proxy shall constitute a quorum. For the purposes of certainty and clarity, in the event that 25% of the unit factors in the Project are represented in person or by proxy, a quorum is present.

5.8 Determination of Quorum

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 notice of such adjournment and rescheduling of such General Meeting shall be immediately thereafter forwarded to all persons and parties entitled to vote hereunder. 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.

5.9 Chairing the Meeting

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; provided that at the First Annual General Meeting of the Corporation, the President may appoint another person (including a person who is not an Owner) to serve as Chairman.

5.10 Order of Business

The Order of Business at General Meetings, as far as is appropriate, and at all Extraordinary General Meetings, the extent that it is appropriate 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. calling of the roll and certifying the proxies;
- c. proof of notice of meeting or waiver of notice;
- d. reading and disposal of any unapproved minutes;
- e. reports of officers;
- f. reports of committees;
- g. financial report;

- h. appointment of accountant;
- i. election of Board;
- j. new business;
- k. adjournment.

5.11 Voting of Meetings

At any General Meeting a Resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or 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 favor or against the Resolution. Except for matters expressly requiring a Special Resolution or a Unanimous Resolution as may be set out in any specific by-law, all matters shall be determined by majority. 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.

5.12 Poll

A poll, if demanded, shall be taken in whatever manner the Chairman thinks fits, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn. Where a poll vote is conducted, the votes must be counted by at least two (2) individuals.

5.13 Voting by Show of Hands or Poll

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

5.14 Vote Personally or by Proxy

On a show of hands or on a poll, votes may be given either personally or by proxy.

5.15 Proxy in Writing

- 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 regulations thereunder.
- 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 Mortgagee of the Unit in respect to which the proxy was given.

5.16 Restriction on Voting

Except in cases where by or under the Act a Unanimous Resolution or Special Resolution is required, no Owner nor any delegate or proxy of that Owner is entitled to vote unless all assessments payable in respect of his Unit have been duly paid to the date 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 Article 5.7 of these By-laws.

5.17 Voting by Co-Owners and Corporations

- 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.
- c. A Corporate Owner shall vote through its delegate, or delegates, that have been appointed by his or her principal corporation, and the delegates shall, on request of the chairman of the meeting, produce written authority of delegation by the Corporate Owner before being able to vote for and on behalf of such Corporate Owner.

5.18 Successive Interests

Where Owners are entitled to successive interest in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by first Mortgage, 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 Articles 5.18.

5.19 Trustee Owners

The Corporation, the Board and the Chairman are not bound to recognize any trust but may rely on the title to any Unit as same appears registered under the *Land Titles Act* of Alberta, that the registered Owner of any Unit is both the legal and beneficial Owner thereof, and so entitled to vote.

5.20 Power of Mortgagee to Vote

Notwithstanding the provisions of this By-law with respect to appointment of a proxy, where the Owner's interest is subject to a Mortgage and where the Mortgage or this By-law or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the Mortgagee, 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 prescribed by the Owner's failure to pay assessments; provided that:

- a. the Mortgagee's right to vote shall be subject to the Mortgagee having notified the Corporation of its interest pursuant to the Act; and,
- b. the Corporation, the Board and the chairman of any General Meeting shall not be obliged to examine the instrument of appointment when conferring the right to vote and shall be entitled to rely upon the Corporation's records only.
- c. a representative of the Mortgagee must be present in person or by proxy and if not, then the Owner of the subject Unit shall have the right to vote.

Article 6
INSURANCE COVERAGE BY CORPORATION

6.1 Insurance Coverage by Corporation

- a. The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, in particular Section 47 thereof and the regulations under the Act pertaining to insurance, 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) the Units and of fixtures and finishing of the Units, as if all Units contained the features described in the respective Standard Insurable Unit Description (EXCLUDING all improvements and betterments made to the Units by Owners and EXCLUDING furnishings not included in the respective Standard Insurable Unit Description, and other personal property of each Owner, whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation;
 - (4) the interests of and naming as insureds all Owners from time to time;
 - (5) the Corporation; and
 - (6) the Board and any member thereof, from time to time;(all of the foregoing parties are hereinafter collectively called the "Insureds", in this paragraph a.) as their respective interests may appear;
 - ii. boiler and vessel insurance if any boilers or vessels should exist in the Project;
 - iii. commercial general liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their Occupants, 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 TWO MILLION (\$2,000,000.00) DOLLARS inclusive for bodily injury and/or property damage per occurrence, or such other amount as may be determined by the Board or by Special Resolution;
 - iv. liability insurance in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of being or having been a Manager, member of the Board, or an officer of the Corporation, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for fines

- or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty;
- v. 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 subparagraph a.v., must be reviewed by the Corporation not less than every 2 years, and adjusted if necessary, to comply with Section 62.5 of the regulations under the Act; and
 - vi. such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution of the Corporation.
- b. Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide that the policy may not be cancelled or substantially modified without at least thirty (30) day's prior written notice to all Insureds.

6.2 Requirements in Policies of Insurance

All policies of insurance obtained and maintained by the Corporation pursuant to Article 6.1 hereof shall provide:

- a. that, either, named as insureds or insured under such policies as their respective interests may appear as permitted by law, will be:
 - i. all Owners as constituted from time to time; and
 - ii. the Corporation;
- b. that, if appointed by the Corporation pursuant to Article 3.3, the proceeds on loss are to be paid to the Insurance Trustee, or if none is appointed, then to the Corporation;
- c. for a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees, and servants, and the Owners and any Occupant of a Unit, except in the case of arson or fraud;
- d. for a waiver by the insurer of any defense based on coinsurance or of invalidity arising from the conduct of or any omission or act or breach of statutory condition by the insured;
- e. for a waiver by the insurer of the insurer's option to repair, rebuild, or replace in the event that after damage the Project's Condominium Status is terminated;
- f. that the policies may not be cancelled or substantially modified without at least 30 days' prior written notice to all insureds, including all parties referred to in Article 6.2.a. hereof; and,
- g. for a cross liability endorsement wherein the rights of any named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another named insured.

There shall be no liability to the Corporation or to any Member of the Board in the event that the Corporation's insurance is inadequate or deficient by reason of not containing the terms and provisions set forth hereabove unless the same is the result of the gross negligence or willful misconduct of such Board Member.

6.3 Appraisal

When considered appropriate or prudent, the Corporation shall obtain an appraisal from a qualified appraiser for the full replacement value of all of the property to be insured pursuant to Article 6.1.a. hereof, as applicable, which appraisal shall be made available, on request, to all Mortgagees; and, thereafter the

policies of insurance shall be adjusted forthwith in accordance with such appraisal, provided that all insurance policies may be reviewed at any time and coverage varied as may be determined to be necessary or prudent by the Board.

6.4 Powers of Board

The Board shall:

- a. have exclusive authority to determine whether or not to proceed or make a claim under the Corporation's insurance policy or policies;
- b. have exclusive authority to adjust losses and settle proceeds under all policies hereinafter in force, which authority may be delegated to the Board's authorized representative and the Insurance Trustee;
- c. 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 regulations under the Act, 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;
- d. issue or cause to be issued a certificate or memorandum of all insurance policies and endorsements thereto upon written request therefor by all persons and parties entitled thereto under the Act;
- e. hold at the Corporation's offices the master policies of insurance and make the same available for inspection to all persons and parties entitled to review same under the Act, upon reasonable notice; and
- f. 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 in the regulation under the Act.

6.5 Owner's Insurance

- a. Notwithstanding anything to the contrary contained herein, any Owner may obtain and maintain insurance with respect to that Owner's Unit as permitted by the Act provided that the Corporation's insurance as hereinbefore required shall not be affected or diminished by reason of such additional insurance coverage obtained and maintained by such Owner, and, in particular, without restricting the generality of the foregoing, such and any Owner's insurance shall not have the effect of bringing the Corporation's insurance into contribution with the Owner's insurance as aforesaid, it being always the case that the Corporation's insurance shall be deemed to be primary insurance.
- b. 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 the event that such Owner is responsible for an insurance claim.

6.6 Requirements in Owners Policies of Insurance

The Owner's policies of insurance obtained and maintained in respect of any Unit shall provide:

- a. that, included as a named insured under such policies as their respective interests may appear as permitted by law, will be the Corporation;
- b. for a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees, and servants, and the Owners and any Occupant of a Unit, except in the case of arson or fraud;
- c. for a waiver by the insurer of any defense based on coinsurance or of invalidity arising from the conduct of or any omission or act or breach of statutory condition by the insured;
- d. for a waiver by the insurer of the insurer's option to repair, rebuild, or replace in the event that after damage the Project's Condominium Status is terminated;
- e. that the policies may not be cancelled or substantially modified without at least 30 days' prior written notice to all insureds; and
- f. for a cross liability endorsement wherein the rights of any named insured under the policy or policies shall not be prejudiced as respect its, his, her, or their action against another named insured.

6.7 Determination of Loss

In the event of loss, damage, or destruction of all or any part of the Project, the Board shall within 30 days of the occurrence determine whether such loss, damage, or destruction has constituted Substantial Damage to the Project, such determination to be made upon the written opinion of an independent qualified insurance appraiser.

6.8 Non-substantial Loss

If any loss, damage or destruction is not determined to be Substantial Damage, or, if it is determined by the Corporation to repair and replace the property so lost, damaged, or destroyed pursuant to Article 6.10 hereof, the Board shall arrange for and cause prompt and expeditious repair and restoration of the property so lost, damaged or destroyed. The Board shall use all proceeds of insurance for that purpose and shall disburse such proceeds to contractors engaged for such purpose in the appropriate manner, complying with all legislation in such regard; provided that such responsibility may be delegated to an Insurance Trustee, if so appointed, or an authorized representative of the Board.

6.9 Substantial Loss

If any loss, damage or destruction is determined to be Substantial Damage, the Board shall, within 100 days of the occurrence of the loss, damage or destruction, cause to be held a General Meeting of the Corporation for the purpose of determining by Ordinary Resolution whether the Condominium Status of the Project shall be terminated or the property so lost, damaged or destroyed shall be repaired and restored.

6.10 Determination of Course of Conduct

If as a result of the said General Meeting:

- a. the Corporation has by Ordinary Resolution resolved to repair and restore the property so lost, damaged or destroyed, Article 6.8 hereof shall apply for such purposes;
- b. the Corporation has by Ordinary Resolution, resolved to terminate the Condominium Status of the Corporation, Article 6.11 shall apply for such purposes; or
- c. no Ordinary Resolution has been enacted, the Corporation, through the Board shall repair and restore the property so lost, damaged or destroyed, and Article 6.8 hereof shall apply for such purposes.

6.11 Termination of Status

If the Corporation shall, pursuant to Articles 6.9 and 6.10 hereof, resolve to terminate the Condominium Status of the Project, the Board shall, on behalf of the Corporation, and the Owners, make application to terminate the Condominium Status of the Project and the Parcel in accordance with the Act.

6.12 Distribution of Proceeds on Termination

In the making application for termination of Condominium Status as referred to in Article 6.10 hereof and upon such termination:

- a. any liens, charges, and registrations affecting the Units, and any of the Units, shall be transferred to title to the Parcel, in accordance with and respecting the then existing priorities there between, and with respect to the interests of the respective Owners interest in the Parcel;
- b. all proceeds of insurance shall be paid to the Insurance Trustee, or, if none is appointed, to either the Corporation or an independent party (who would be willing to accept same as trustee for distribution in accordance with this Article) and thereafter distributed to the Corporation, the Owners, and such other parties having lawful claim there against, as and in respect of their interests in the Parcel, in proportion to such interests; and
- c. no Owner shall be entitled to claim any compensation from the Corporation for any loss or damage incurred to property or person arising from any defect or want of repair of the Common Property, or any part thereof, unless such loss or damage is covered by insurance held or required to be held by the Corporation hereunder.

6.13 Assessment on Repairs

In the event of the Corporation repairing and restoring property lost, damaged or destroyed; then:

- a. if in the reasonable opinion of the Board; the portion of such loss constituting the deductible amount under the applicable policy of insurance is attributable to any one or more Owners, the Board may assess such Owners (in an amount reasonably attributable amongst such Owners, but shall not attribute more than \$50,000.00 or such other greater amount permitted under the Act to any one Owner) with such deductible amount, which shall be collectible by the Corporation as an assessment made under these By-laws.
- b. in the event the proceeds of insurance are inadequate to fully pay for the cost of repair and restoration to Common Property, such deficiency shall form and constitute a common expense of the Corporation; and,
- c. whenever the Corporation is required to enter a Unit for the purpose of maintaining, repairing, restoring or replacing pipes, wires, cables, ducts, and like fixtures and service items, notwithstanding that such work is necessary for the enjoyment of the Common Property or another Unit and not the Unit to be entered, the Corporation and anyone authorized by the Corporation may enter the Unit and carry out any work or repairs so necessary in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, clean and free of debris occasioned by the entry and the work and repair.

6.14 Indemnity

In accordance with the indemnity given under Article 2.1.e., each Owner shall indemnify the Corporation and save the Corporation harmless from the cost of any and all repairs and replacements necessary to be made to Common Property in consequence of the conduct of the Owner and anyone for whom the Owner is legally responsible, but limited to:

- a. the extent that such costs exceed any insurance proceeds actually received by the Corporation in respect to such repairs or replacements; and, also,
- b. the reimbursement of the Corporation's insurance deductible, up to a maximum of \$50,000.00 or such other greater amount permitted under the Act.

6.15 Insurance Trustee

Should the Board consider it prudent and reasonable, it may on behalf of the Corporation appoint and retain an Insurance Trustee pursuant to the Act; and the terms of such appointment and retainer, including any fees paid to the Insurance Trustee shall be at the Board's discretion.

Article 7

THE BUDGET AND COMMON EXPENSES

7.1 Preparation of Annual Budget

Annually and in any event prior to the expiry of each fiscal year of the Corporation, the Board shall prepare and formulate, or cause to be prepared and formulated, and shall adopt for and on behalf of the Corporation a Budget, estimating the Common Expenses of the Corporation for the ensuing fiscal year, which Budget shall be prepared and formulated upon good and generally accepted accounting principles.

7.2 Publication of Budget

The Board may request that the Owners approve the Budget, but approval from the Owners is not required for the Board to adopt the Budget, and the Board is not bound by the approval or rejection of the Budget by the Owners if the Board requests the same. Once adopted by the Board, a copy of the Budget, together with a statement or notice setting forth each Owner's assessment, on a Unit-by-Unit basis, with respect thereto shall be delivered or mailed by the Board to each Owner. For further clarification, the Corporation shall at least thirty (30) days before the start of the fiscal year to which the Budget applies, deliver or mail a copy of the Budget to each Owner and Mortgagee. If the Corporation revises the Budget after providing a copy to each Owner and Mortgagee, pursuant to this Article 7.2, the Corporation shall deliver or mail a copy of the revised Budget to each Owner and Mortgagee as soon as reasonably possible following the revision.

7.3 Allocation of Assessments

For the purposes of assessment for contribution to Common Expenses by the Owners, the Common Expenses of the Corporation shall subject to Article 3.3.s. hereof be assessed by the Corporation in proportion to and on the basis of the Unit Factors for each respective Unit; provided that:

- a. if and whenever the Board is of the opinion, acting reasonably, that assessment upon another basis is better reflective of an equitable allocation of contribution to Common Expenses, the Board may employ such alternative method of assessment, provided that, in so doing, the Board shall advise the Owners, in writing, of the change to and method of such alternative allocation; and
- b. should the Board, from time to time and at any time, determine, acting reasonably, that a single Owner or less than all Owners are responsible for certain items of Common Expense to the exclusion of any other Owner(s), the Board may assess the Owner(s) so determined responsible for such Common Expense alone and to the exclusion of the other Owner(s), provided that, in so doing, the Board shall advise the Owners, in writing, such limited assessment;

7.4 Liability for Contribution to Common Expenses

Upon receipt of the notice or statement referred to in Articles 7.2 and 7.3 hereof, each Owner shall become liable for his respective contribution to the Common Expenses of the Corporation in accordance with the assessment, which sum shall be payable to the Corporation, or as directed by the Corporation from time to time in 12 equal consecutive monthly instalments, payable in advance, on the first day in each and every calendar month of the subject fiscal year, commencing on the first day of the first month of such fiscal year; provided that the Board may from time to time, on notice to each Owner, in writing, change the manner and time of payment hereinbefore set forth.

7.5 Interest on Arrears

All payments of whatsoever nature required to be made by an Owner, or any Owner, and not paid when due shall bear and accrue interest at the Interest Rate from the due date until paid in full, with all payments on account to be applied first to interest and then to the payment first due.

7.6 Failure to Assess

Any omission or delay of the Corporation to fix the assessments for contribution to Common Expenses hereunder for a next ensuing fiscal year, or other period, shall not be a waiver or modification of this By-law, or any part thereof, or a release of any Owner or Owners to make payment of the assessments, or any instalments thereof, and in such event the assessments as fixed in the last notice prior to such omission shall continue until such new assessments are fixed.

7.7 No Exemption

Subject to Article 7.3 hereof, no Owner can exempt himself from liability for his contributions to Common Expenses by waiver of the use and enjoyment of any of the Common Property or by vacating or abandoning his Unit, or in any manner whatsoever and therefore no Owner or Unit is exempted from paying any levy or assessment for Common Expenses.

7.8 Special Assessment

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. The Corporation shall give notice of such further levy to all Owners which shall include a written statement setting out the purpose for the levy, the total amount of the levy, the method used to determine each Unit's share of the levy, the amount of the Owner's Unit's share of the levy and each levy shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such Special Levy shall be determined and assessed against the Owners in proportion to their Unit Factors. 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.

7.9 Unpaid Assessments

The Corporation shall have all right, power and authority as provided by the Act, and at law, to recover unpaid contributions assessed and to secure payment thereof, and without restricting the generality of the foregoing, the following shall apply with respect thereto:

- a. The Corporation shall and does hereby have a lien on and charge against the estate or interest of any Owner for any unpaid contribution including such accelerated amounts pursuant to Article 7.9.e. hereof, 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 Mortgagee and any municipal or local authority in respect of any 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 30 days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is arrears for more than 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 concurrently or separately;
- b. Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of 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 provision;
- 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 assessment against, or instalment, or payment due from an Owner remaining due and unpaid for a period of 60 days, the Board shall give notice of such default to all Mortgagees of such Owner's unit;
- e. In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of 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 Mortgagee; and,
- f. All reasonable costs of the Manager and legal costs (on a Solicitor and his own client basis) and disbursements incurred by the Corporation in registering and discharging a Caveat or in any way securing its interests hereunder shall constitute a payment due to the Corporation.

7.10 Ownership of Funds

All monies collected and held by the Corporation to be applied to Common Expenses, including replacement reserves, currently or in the future shall be the sole property of the Corporation and no Owner shall have any interest therein.

Article 8 **ALLOCATED PARKING**

8.1 Prohibitions

The Corporation shall not grant to any Owner any right to exclusive use of any part of the Common Property, with the exception of Exclusive Use Areas as provided for in Article 9 of these By-laws and Allocated Parking Spaces as designated to an Owner pursuant to Article 8.2 herebelow.

8.2 Allocated Parking Spaces and Temporary Parking Spaces

- a. In August of each year the Board shall issue two (2) parking permits (hereinafter referred to as "Parking Permits") to each Unit, whereby one Parking Permit shall be the permit authorizing an Owner to park in a Parking Space provided for in Article 8.2(b) herebelow and the second Parking Permit shall be the permit authorizing an Owner to park in a Parking Space as provided for in Article 8.2(c) herebelow.
- b. A Parking Space that has a number painted, stamped or placed on the surface of the Parking Space or the concrete bumper for such Parking Space shall be allocated to the Unit bearing the same number on the Condominium Plan. By way of illustration, the Parking Space that has the number One either painted, stamped or placed on such Parking Space or its concrete bumper shall be the Allocated Parking Space for Unit One on the Condominium Plan.
- c. The Parking Spaces that do not have any number painted, stamped or placed on the surface of such Parking Space or its concrete bumper, are not specifically allocated to any Owner or Unit and an Owner may park in these non-allocated Parking Spaces on a first come, first served basis. (For the purposes of this Article 8, the "first come, first served" Parking Spaces as provided for pursuant to this Article 8.2.c. shall be included in the term Allocated Parking Spaces).
- d. An Owner shall not park in and shall not cause or permit any other party to park in an Owner's Parking Space that has been allocated to an Owner pursuant to Article 8.2.b. hereabove.
- e. The Corporation is not obligated to create or provide visitor parking anywhere in the Project.

8.3 Owner Obligations regarding Allocated Parking Spaces

Unless permitted by the Board, an Owner shall:

- a. not allow or permit any junk, scrap, refuse, waste, garbage or any obstruction on their Allocated Parking Space;
- b. use their Allocated Parking Space for the parking of Private Motor Vehicles only;
- c. not place or build any permanent or temporary structures on their Allocated Parking Space;
- d. not lease or rent out their Allocated Parking Space;
- e. not alter the appearance or character of their Allocated Parking Space;
- f. not place any landscaping, decorations, lighting or signage of any type or nature on their Allocated Parking Space;
- g. shall comply will all Rules and Regulations applicable to Parking Spaces;
- h. not park in an Allocated Parking Space, which for clarity means and includes the "first come, first served" Parking Spaces as provided for in Article 8.2.c. hereabove without having their Parking

Permit clearly displayed and visible on or within their vehicle. Any motor vehicle that is parked in a Parking Space that does not have its Parking Permit clearly displayed and visible constitutes a violation of these By-laws and such vehicle shall be subject to towing pursuant to Article 3.3.g. hereabove.

8.4 Risk

The use of Allocated Parking Spaces shall be at the sole and exclusive risk of the Owner to whom the Allocated Parking Spaces have been allocated (or permitted with respect to the temporary Parking Spaces) and shall not be at the risk of the Corporation. The Corporation shall have no duty to put in place security measures or to patrol or to provide security with respect to the Parking Areas including, without limitation, the Allocated Parking Spaces.

8.5 Non-Ownership by Owners of Allocated Parking Spaces

Allocated Parking Spaces shall not be deemed to be an area leased pursuant to Section 50 of the Act. An Owner shall only be entitled to the Allocated Parking Spaces that have been allocated pursuant to Article 8.2 while such Owner is the owner of a Unit, and such entitlements are immediately terminated upon such Owner ceasing to be the owner of a Unit. No right of ownership in the Allocated Parking Spaces is conferred to an Owner or to a Unit.

8.6 Corporation's Powers

The Corporation may in its absolute discretion, in addition to other restrictions and powers set out in these By-laws, specify the use or uses of the Allocated Parking Spaces, and such Allocated Parking Spaces shall only be used in accordance with and subject to such by-laws, Rules and Regulations enacted by the Corporation from time to time, inclusive of these By-laws. All of the Corporation's rights, entitlements, benefits, powers and authority as set out in the provisions of this Article 8 may be exercised, performed and completed by the Board unless specifically stipulated otherwise.

8.7 Maintenance Obligations

The Corporation shall maintain and repair Parking Areas and shall keep the same free and clear from ice and snow to the best extent possible depending on weather conditions. There shall be no obligation or liability to the Corporation for failing to keep Parking Areas (including, without limitation, any Allocated Parking Spaces) free from ice and snow where the Corporation is unable to do so due to weather conditions or such Allocated Parking Spaces being inaccessible due to Private Motor Vehicles being parked in the same. In the event that any maintenance or repair to Allocated Parking Spaces is necessary by reason of the act or omission of an Owner, then the Corporation may complete all necessary maintenance or repair to the Allocated Parking Spaces, and the Owner responsible shall reimburse the Corporation for all monies expended and all costs incurred in order to rectify such maintenance or repair damage and pay interest thereon at the Interest Rate after demand for payment by the Corporation.

8.8 Owner's Indemnity

An Owner shall indemnify the Corporation for all of the Corporation's legal fees and costs on a solicitor and his own client full indemnity basis in the event that the Corporation is required to obtain a solicitor in order to enforce any of the foregoing provisions or any other provisions of this Article 8 as against such Owner by reason of such Owner failing or refusing to observe, perform or comply with such provisions or where such Owner has defaulted under any of the same.

8.9 Access by Corporation

The Corporation and its servants and agents shall notwithstanding the grant of any right, license or privilege to any Owner have and enjoy full and free right at any and all times from time to time to enter upon, pass and repass over and occupy any and all parts of Parking Areas including, without limitation, any Allocated Parking Spaces, for the purposes of carrying out any of the duties or functions of the Corporation and the Corporation shall have unlimited rights of ingress and egress over the same.

8.10 Priority of By-laws

The provisions of this Article 8 are in addition to and not in substitution for any other provisions contained in these By-laws. In the event of a discrepancy or inconsistency between the provisions of this Article 8 and any other provisions contained in these By-laws the provisions of this Article 8 shall govern and take precedence.

Article 9

EXCLUSIVE USE AREAS

9.1 Prohibitions

The Corporation shall not grant to any Owner any right to exclusive use of any part of the Common Property, with the exception of Allocated Parking Spaces as provided for in Article 8, of these By-laws and Exclusive Use Areas as designated to an Owner pursuant to Article 9.2 herebelow.

9.2 Allocated Exclusive Use Areas

The portions of Common Property granted to an Owner as Exclusive Use Areas are as follows:

- a. any portion of the Common Property allocated to an Owner for exclusive use pursuant to a Unanimous Resolution of the Owners; and
- b. the balcony which is adjacent to a Unit shall be allocated to such Unit as an Exclusive Use Area for use as a privacy area (hereinafter referred to as "**Balconies**" in this Article 9).

For the purposes of clarity, Exclusive Use Areas do not include the landscaped/garden areas that are adjacent to Units, or the steps, landings and sidewalks that are adjacent to Units and that provide access to such Units.

9.3 Owner Obligations Regarding Exclusive Use Areas

With respect to the Exclusive Use Areas allocated in By-law 9.2 hereabove, an Owner shall:

- a. keep his Exclusive Use Areas in a sanitary and safe condition;
- b. keep his Exclusive Use Areas free from all junk, scrap, refuse, waste, garbage or any other unsightly or unclean condition;
- c. keep his Exclusive Use Areas free from all pests and vermin;
- d. use the allocated and assigned Exclusive Use Areas only for the purposes set forth and prescribed in these By-laws or any other use or restriction in use as may be specified by the Corporation from time to time;
- e. comply with and observe all laws, rules and regulations of any Appropriate Authority including, without limitation, fire regulations;
- f. not build any permanent or temporary structures on any Exclusive Use Area unless the same has been approved by the Board firstly, and secondly, if applicable, must be approved by the Appropriate Authority;
- g. not lease or rent out any of the Owner's Exclusive Use Areas separately or independently from the Owner's Unit without first obtaining the written consent of the Corporation;

- h. not place or store hazardous substances, pollutants, contaminants, flammable substances or fire hazards in or on any Exclusive Use Areas, other than a barbeque that has been approved by the Board;
- i. not use any of his Exclusive Use Areas for storage except where approved by the Board and without limiting the generality of the foregoing, shall not use Exclusive Use Areas for storing recreation or sporting equipment, such as, bicycles and boats such as kayaks, unless approved by the Board;
- j. not place any satellite dish or other similar receiver or any other type of electronic equipment on any Exclusive Use Area allocated to an Owner or Unit or place any of the foregoing on any Common Property, except where approved by the Board.

9.4 Risk

The use of Exclusive Use Areas shall be at the sole and exclusive risk of the Owner to whom the Exclusive Use Areas have been allocated and shall not be at the risk of the Corporation.

9.5 Non-Ownership by Owners of Exclusive Use Areas

Exclusive Use Areas shall not be deemed to be an area leased pursuant to Section 50 of the Act. An Owner shall only be entitled to the Exclusive Use Areas that have been allocated pursuant to Article 9.2 while such Owner is the Owner of a Unit, and such entitlements are immediately terminated upon such Owner ceasing to be the Owner of a Unit. No right of ownership in the Exclusive Use Areas is conferred to an Owner or to a Unit.

9.6 Corporation's Powers

The Corporation may in its absolute discretion, in addition to other restrictions and powers set out in these By-laws, specify the use or uses of the Exclusive Use Areas, and such Exclusive Use Areas shall only be used in accordance with and subject to such by-laws, Rules and Regulations enacted by the Corporation from time to time, inclusive of these By-laws. All of the Corporation's rights, entitlements, benefits, powers and authority as set out in the provisions of this Article 9 may be exercised, performed and completed by the Board unless specifically stipulated otherwise.

9.7 Extent of Exclusive Use Areas

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

9.8 Maintenance Obligations

Each Owner shall properly maintain and repair their Exclusive Use Areas (other than their Balcony) in accordance with the requirements and specifications of the Corporation, including repairing any damages or completing maintenance or repair to the Exclusive Use Area in accordance with these By-laws. If the Owner shall fail to properly maintain any such Exclusive Use Area or complete any maintenance or repairs to the same, after ten (10) days' notice to the Owner to correct any maintenance problems or repair problems as set forth in such Notice from the Corporation, the Corporation may order the maintenance or repair issue corrected and the Owner affected shall reimburse the Corporation for all monies expended and all costs incurred in order to rectify such maintenance or repair damage and pay interest thereon at the Interest Rate

after demand for payment. Notwithstanding any provision to the contrary set forth in these By-laws, the Corporation, and not an Owner, is responsible for the maintenance, repair and replacement, if necessary of the Balconies provided however, should any maintenance, repair or replacement of a Balcony be caused by the act or omission of an Owner, such Owner shall be responsible for paying all costs and expenses expended or incurred by the Corporation for such maintenance, repair or replacement of their Balcony and pay interest thereon at the Interest Rate after demand for payment. An Owner shall not conduct any maintenance, repair or replacement of their Balcony unless the same has been consented to in writing by the Board and if such consent is provided, such maintenance, repair or replacement shall be completed in strict compliance with the Corporation's specifications and requirements and the provisions of Article 2.1.c.iv. shall also apply at the discretion of the Board. Additionally, any repair, maintenance or replacement by an Owner of any Exclusive Use Area shall be completed so as not to change, alter or deteriorate the character, design, color, shape, quality, appearance or structure of such Exclusive Use Area unless the same has been firstly consented to in writing by the Board.

9.9 Owner's Indemnity

An Owner shall indemnify the Corporation for all of the Corporation's legal fees and costs on a solicitor and his own client full indemnity basis in the event that the Corporation is required to obtain a solicitor in order to enforce any of the foregoing provisions or any other provisions of this Article 9 as against such Owner by reason of such Owner failing or refusing to observe, perform or comply with such provisions or where such Owner has defaulted under any of the same.

9.10 Access by Corporation

The Corporation and its servants and agents shall notwithstanding the grant of any right, license or privilege to any Owner have and enjoy full and free right at any and all times from time to time to enter upon, pass and repass over and occupy any and all parts of the Exclusive Use Areas including, without limitation, the Balconies, for the purposes of carrying out any of the duties or functions of the Corporation and the Corporation shall have unlimited rights of ingress and egress over the same.

9.11 Priority of By-laws

The provisions of this Article 9 are in addition to and not in substitution for any other provisions contained in these By-laws. In the event of a discrepancy or inconsistency between the provisions of this Article 9 and any other provisions contained in these By-laws the provisions of this Article 9 shall govern and take precedence.

Article 10 **MORTGAGES**

10.1 Applications

Any and all Mortgagees:

- a. shall have the powers and rights available to them under the Act; and,
- b. shall be entitled to receive all notices to Owners required to be given hereunder, and under the Act, including notices of default of an Owner's obligation.

10.2 Successive Interests

Where and whenever any Unit is subject to more than one Mortgage, the Mortgagee, first in priority of registration, shall have priority in exercising its rights and powers hereunder and under the Act.

10.3 Extension of Rights

Any and all rights, powers, privileges and authority conferred upon a Mortgagee hereunder shall be in addition to those rights, powers, privileges and authority conferred to Mortgagees under the Act.

10.4 Notice of Mortgage

The Corporation shall have no obligations to any Mortgagees who have failed to notify the Corporation, in writing, of their respective interests, except where otherwise expressly provided for in this By-law.

Article 11

GENERAL

11.1 Notices

- 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 regulations under the Act.
- b. An Owner or a Mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a Mortgagee, as the case may be, for the giving of notices.
- 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 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. An Owner or a Mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or Mortgagee, as the case may be, for the giving of notices.
- 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 regulations thereto 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.

11.2 Remote Meetings

Notwithstanding any provision in these By-laws, the Board may authorize or prohibit by resolution, remote participation at a meeting via electronic means or other communication facilities if the electronic means or other communication facility enables the participants at the meeting and any other person attending the meeting to hear each other. The Board may authorize or prohibit remote participation at any meeting to be held pursuant to these By-laws, the Act or regulations under the Act. The authorization or prohibition of the Board for remote participation at any particular meeting shall not act as authorization or prohibition for remote participation at any other or further meetings. Remote participation by any persons at a meeting, as duly authorized by the Board, shall be counted for the purposes of quorum at such meeting. As necessary, any reference to "in person" attendance or participation at a meeting in these By-laws shall be read in accordance with this Article 11.2, to give full force and effect to this Article.

Article 12
AMENDMENT OF BY-LAW

12.1 Requirements

Subject to Article 12.3 hereof, this By-law, or any part hereof, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each Mortgagee a notice or memorandum of any proposed amendments, addition or repeal 30 days prior to the date of any such Special Resolution and thereafter provide each such Mortgagee with a copy of any registered amendment, addition or repeal.

12.2 Restricted Amendment

Notwithstanding Article 12.1 of this By-law, the following Articles of this By-law may not be rescinded, amended, modified, added to or replaced unless by Unanimous Resolution: Articles 1.5, 2.2, 2.4, 8.1, 8.2, 9 and this Article 12.

12.3 Change of Legislation

Should the Act be amended or 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 in compliance with the Act and with the full powers of the Act and to use all remedies available to it under the Act. Without limiting the generality of the foregoing, in the event that any provision set out in these By-laws is in conflict with or does not conform to the Act, including, without limitation, any amendments made to the Act or its regulations from time to time, such non-compliant provision(s) of these By-Laws shall be automatically and consequentially amended (without the necessity of any action or resolutions to be taken or made by the Board or the Owners) to the extent necessary to ensure that these By-laws are in conformity with the Act, including, without limitation, any amendments made to the Act or to its regulations, and these By-laws shall be read, interpreted and construed in accordance with such consequential amendments to ensure that these By-laws in their entirety do not conflict with the Act, including, without limitation, any amendments made to the Act or to its regulations. The provisions of this Article 12.4 shall apply notwithstanding any provision to the contrary set forth in these By-laws, and this Article 12.4 shall be in priority to any other contradictory By-law or restriction contained in these By-laws regarding amendments to the same.

Article 13
TERMINATION OF CONDOMINIUM STATUS

13.1 Procedure

Subject to the provisions of the Act and any order of the Court, in the event the Condominium Status of the Project shall be terminated, the following shall apply:

- a. the Corporation shall become Manager of the Project and agent for the Owners in respect of the day-to-day affairs of the Project, and for the purpose of entertaining any offer to purchase made to the Owners in respect of the Project;
- b. all Rules, Regulations and provisions of this By-law shall continue to govern the operations of the Corporation notwithstanding the termination of the status of the Project as a condominium; and,
- c. all decisions of the Corporation and the Board shall continue to be binding upon the Owners in the same manner and having the same effect as if the Condominium Status of the Project continued, notwithstanding the termination of such Condominium Status.

13.2 Qualifications

Any and all sale, transfer or disposition of the Project or any part thereof shall, upon termination of the Condominium Status of the Project, subject to Article 13.1 hereof, be made pursuant to Section 63 of the Act.

Article 14

PRIVACY

14.1 Policy

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

- a. is necessary or required as a matter of law;
- b. the Board is required to give to comply with any law, By-law, rule, regulation or enactment;
- c. is required by a court or tribunal of competent authority;
- d. is necessary for the proper operation of the Project and the Corporation;
- e. is necessary or desirable to ensure and enable the Corporation's compliance and performance of these By-laws;
- f. is in the best interests of the Corporation.

The Owners do hereby give their consent to the release of such information in accordance with the foregoing and such consent shall be deemed to be the consent required under the *Personal Information Protection Act* of Alberta or any legislation that may replace or be enacted in substitution for such legislation or any other privacy legislation that may be in force and applicable from time to time.

14.2 Consent to Receive Messages

Each Owner hereby consents to the receipt of any message sent by the Corporation or its agents by any means of telecommunications.

Article 15

INFORMATION TO BE PROVIDED BY THE CORPORATION

- a. In accordance with section 43.2 of the Act, the Corporation shall, on written request of an Owner, purchaser or Mortgagee, 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, 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
 - (A) any action commenced against the Corporation in respect of which the

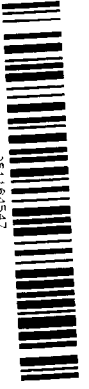
Corporation has been served, including the amount claimed against the Corporation,

- (B) any unsatisfied judgment or order for which the Corporation is liable, and
 - (C) any written demand made on the Corporation for an amount in excess of \$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 bylaws 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 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 regulations under the Act.

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

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



251164547

251164547 REGISTERED 2025 06 23
CCBL - CHANGE OF BY-LAWS
DOC 1 OF 1 DRR#: 0004NUB ADR/JSE0
LINC/S: 0025579451