BY-LAWS

OF

CONDOMINIUM CORPORATION NO. 2011938

THESE BY-LAWS HAVE BEEN PASSED BY CONDOMINIUM CORPORATION NO. 2011938 FOR THE PURPOSE OF REPLACING AND SUBSTITUTING THE BY-LAWS SET OUT IN APPENDIX 1 OF THE *CONDOMINIUM PROPERTY ACT*, BEING CHAPTER C-22 OF THE REVISED STATUTES OF ALBERTA, 2000, AND AMENDMENTS THERETO.

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Article 1
INTERPRETATION

1.1 Definitions - Specific

For the purposes of these By-laws, 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, together with and including all Regulations promulgated thereunder as such Act and Regulations may be amended or replaced from time to time;

(b) **"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, and utility companies, insurers, and similar entities as the case may be;

(c) **"Annual General Meeting"** means a General Meeting of the Corporation as defined and described in Article 5 of these By-laws;

(d) **"Article", "Part", "Provision", "Paragraph"** and/or **"Section"** means that article, part, provision, paragraph or section of these By-laws as identified by number;

(e) **"Board"** means the board of directors of the Corporation including without limitation, the interim Board as provided for in Article 4.3 of these By-laws;

(f) **"Board Member"** means a duly appointed, nominated or elected member of the board of Directors of the Corporation including without limitation, interim Board Members as provided for in Article 4.3 of these By-laws;

(g) **"Budget"** means a financial statement or plan for the coordination of resources and expenditures of the Corporation for the periods of time described in these By-laws;

(h) **"Building"** means the building constituting the Project;

(i) **"By-laws", "Rules" and "Resolutions"** means, respectively, the By-laws, rules 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, and any amendments or replacements to any of the same;

(j) "**Common Bathrooms"** means the toilets, washroom and bathroom facilities constructed on the Common Property in the basement and on the second floor of the Building by the Developer;

(k) **"Common Expenses"** means the expense of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these By-laws;

(l) **"Common Property"** means common property as defined in and under the Act, and without limiting the foregoing, includes without limitation:

a. Common Property Units;
b. the Rooftop Patio;

c. the Common Bathrooms;
d. the Encroachments;
e. the Common Property Utility and Servicing Infrastructure;
f. those portions of the Condominium Plan which are designated as Common Property;
g. such other or additional portions of the Parcel as shall from time to time be designated "Common Property" by the Developer;
h. a Unit's exterior demising walls, floors and ceilings that delineate the external boundaries of a Unit between other Units and Common Property that is contiguous to such Unit (but does not include any improvements or betterments to the same) notwithstanding such exterior demising walls, floors and ceilings may not be designated as Common Property on the Condominium Plan;
i. columns, members, beams, trusses, foundations, and bearing walls that may be situated within or form part of a Unit that provide structural support or are integral to other portions of the Building notwithstanding that the same may not be shown on the Condominium Plan or if shown, may not be designated on the Condominium Plan as Common Property; and
j. any Unit acquired for common use of the Owners and Occupants of the Project;

but for clarity, the Parking Stalls do not form part of, and do not constitute, Common Property;

(m) **"Common Property Units"** means a unit resulting from a redivision of a Unit that is or is intended to be Common Property of the Corporation but does not include any Unit that is or is intended to be owned by an Owner;

(n) **"Common Property Utility and Servicing Infrastructure"** means those portions of the Utility and Servicing Infrastructure that service only Common Property and/or multiple Units notwithstanding that such Common Property Utility and Servicing Infrastructure may be situated within or run through a Unit;

(o) **"Condominium Plan"** means Condominium Plan No. 2011938 registered in the South Alberta Land Registration District Offices in Calgary, Alberta;

(p) **"Condominium Status"** means the legal status of the Parcel and Building as a condominium under and pursuant to the Act;

(q) **"Corporation"** means Condominium Corporation No. 2011938;

(r) **"Corporation's Representatives"** means the Corporation's employees, officials, agents, servants, officers, contractors, sub-contractors, suppliers, Board Members, professionals, Managers, and such Manager's employees, officials, agents, servants, officers, contractors, sub-contractors, suppliers, directors, and professionals;

(s) **"Developer"** means FKA (POST) DEVELOPMENTS LTD., or any successor or assign of FKA (POST) DEVELOPMENTS LTD.;

(t) **"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;

(u) **"Encroachment Agreement"** means the encroachment agreement entered into or to be entered into between the Corporation and the City of Lethbridge, or any amendment, novation, extension or renewal of such encroachment agreement from time to time, regarding the encroachment of some portions of the Common Property, being some portions of the Building, onto City of Lethbridge property; and such

encroaching portions of the Common Property onto such City of Lethbridge property are referred to in these By-laws as the **"Encroachments"**;

(v) **"Estoppel Certificate"** means a certificate of the Corporation, issued by the Corporation under and pursuant to Section 43(2) of the Act and includes all certificates made or given by the Corporation pursuant to Article 13.2 of these By-laws;

(w) **"Exclusive Use Areas**" means those areas of the Common Property designated pursuant to Article 8 hereof;

(x) **"Extraordinary General Meeting"** means a General Meeting of the Corporation which is not an Annual General Meeting;

(y) **"General Meeting"** means any duly and properly convened general meeting of the Corporation held in accordance with these By-laws which includes without limitation Annual General Meetings and Extraordinary General Meetings;

(z) **"Historical Resources Obligations"** means all obligations, restrictions and requirements pertaining to the Building being designated as both a Provincial and Municipal Historical Resource pursuant to Instrument No. 151 213 766 and Instrument No. 161 076 636 being registered against the title to the Units, and all laws, by-laws, rules and regulations, and orders applicable thereto;

(aa) **"Insurance Trustee"** means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these By-laws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;

(bb) **"Interest Rate"** means an interest rate of 18% per cent per annum or such other maximum rate of interest that may be permitted or allowed from time to time pursuant to the Regulations or shall be the interest rate as established by a Special Resolution;

(cc) **"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;

(dd) **"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;

(ee) **"Occupier"** or **"Occupant"** means the occupant of a Unit (such as a tenant) whether or not said occupant is the Owner;

(ff) **"Ordinary Resolution"** shall have the meaning as set forth in the Act; and if "Ordinary Resolution" ceases to be defined in the Act, then "Ordinary Resolution" means a Resolution passed by a simple majority of persons entitled to vote or similar resolution made in writing and signed by a majority of persons who would have been entitled to vote on such resolution at a General Meeting;

(gg) **"Owner"** means the registered owner of a Unit and by reason of such ownership constitutes membership in the Corporation;

(hh) **"Parcel"** means the lands comprising the Project;

(ii) **"Parking Agreement"** means the parking agreement entered into or to be entered into between the Corporation and the City of Lethbridge, or any amendment, novation, extension or renewal of such parking agreement from time to time regarding the rental by the Corporation of parking stalls situated in the Lethbridge Regional Park & Ride located at 705 - 5 Avenue South, Lethbridge, Alberta, and such parking stalls are referred to in these By-laws as the "**Parking Stalls**";

(jj) **"Project"** means all of the real and personal property and fixtures comprising the Parcel, including without limitation the Encroachments, the Building, the Units, the Common Property and any Units owned by the Corporation, but excludes the Parking Stalls;

(kk) **"Redivision Plan"** means a Condominium Plan of Redivision whereby a Unit is redivided including without limitation the Unit numbered 13 situated on the main floor of the Building and any further or subsequent redivisions of such Unit;

(ll) **"Regulations"** means the *Condominium Property Regulation ALTA Reg 168/2000* or any other regulations promulgated under the Act as such Act and Regulations may be amended or replaced from time to time;

(mm) **"Rooftop Patio"** means the patio, together with any amenities placed or constructed on such patio by the Corporation or such amenities that have initially been placed or constructed by the Developer on such patio, all of which is located on the roof of the first story of the Building and which is accessible from the second floor of the Building;

(nn) **"Signage"** means any sign, billboard, display, notice, advertising, decal, poster, sticker, lettering, symbol or notification of any type or nature whatsoever including, without limitation, any electric or illuminated version of any of the foregoing such as a neon sign;

(oo) **"Special Resolution"** shall have the meaning set forth in the Act, and if "Special Resolution" ceases to be defined in the Act, then "Special Resolution" means a resolution either:

a. passed at a General Meeting by a majority constituted of not less than 75% of all persons entitled to vote thereon, who represent no less than 75% of the total Unit Factors of all Units; or,

b. signed by not less than 75% of all persons who, at a General Meeting, would be entitled to vote thereon, and, who represent no less than 75% of the total Unit Factors of all Units;

(pp) **"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 all Units and Common Property constituting the Project;

(qq) **"Unanimous Resolution"** means a resolution, either:

a. passed unanimously at a General Meeting by all persons or parties entitled to exercise the power to vote therein, who represent all of the total Unit Factors for all of the Units; or,

b. signed by all persons, who would be entitled to vote thereon at a General Meeting, who represent all of the total Unit Factors for all of the Units;

(rr) **"Unit"** means an area designated as a Unit by the Condominium Plan or any Redivision Plan and includes but is not limited to, Unit Utility and Servicing Infrastructure, but specifically excludes any Common Property Unit and any other Common Property. For clarity any and all fixtures, finishes, improvements, and betterments made to a Unit or within the exterior boundary walls, ceiling or floor of the Unit, or any Unit Utility and Servicing Infrastructure constitute the Unit and do not form part of or constitute Common Property notwithstanding the Developer may have coordinated, assisted or been otherwise involved with the construction of such fixtures, finishes, improvements, betterments and Unit Utility and Servicing Infrastructure.

(ss) **"Unit Factor"** shall have the meaning as prescribed under the Act, and such Unit Factors shall be those as set out in the Condominium Plan and any Redivision Plan of the same;

(tt) **"Unit Utility and Servicing Infrastructure"** means Utility and Servicing Infrastructure that is situated within a Unit or forms part of a Unit inclusive of the Unit's exterior walls, ceilings and floors where such Utility and Servicing Infrastructure provides service to only such Unit;

(uu) **"Utility and Servicing Infrastructure"** means utilities, services and infrastructure which would include but is not limited to heating, ventilation, air conditioning, plumbing, water lines, electrical systems, lighting, pipes, wires, cables, ducts, conduits, fixtures, sewers, drains, vents, sky lights, surveillance and security systems, fire detection and sprinkler systems, telecommunications, data and fiber lines, cables, and network cabling and devices for central data and communication risers, together with all equipment, apparatus and appurtenances that is required or necessarily incidental to any of the foregoing, and such other facilities for the furnishing of utility services and infrastructure in the Parcel and servicing the Project.

1.2 Definitions - General

Words, terms, phrases, and expressions, undefined in these By-laws 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 these By-laws 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 these By-laws 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 these By-laws.

1.5 Conflict with Act

Unless expressed herein to the contrary, if and whenever there is a conflict between these By-laws, or any part thereof, and the Act, the Act shall prevail; provided that the requirement for a Unanimous Resolution prescribed in any Article of these By-laws shall not be considered as being in conflict with the Act, as it is expressly for the purpose of protecting certain rights of certain Owners.

1.6 Severability

The provisions of these By-laws 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 hereunder is made to:

a. "**repair or maintain**", 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, and shall also include and be extended to mean cleaning, replacing, restoring, renewing, inspecting, adjusting and operating such item or thing;

b. "**Owner**", 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, customers 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 or Resolution in which the term "Owner" appears;

c. **"Corporation"**, shall be extended to include and mean the Corporation's Representatives wherever it is necessary, beneficial or desirable to or for the Corporation in any By-law, Rule or Resolution in which the term "Corporation" appears.

1.8 Corporation's Approval

Any approval, consent, or permission to be granted by or obtained from the Board or the Corporation pursuant to or under the By-laws, Rules and Resolutions, such approval, consent or permission 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 process provided for in the By-Laws, Rules and Resolutions. 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.

1.9 References to By-laws as Articles

Notwithstanding that a By-law or By-laws may be referred to as an Article or Articles in these By-laws, such reference does not mean or infer that such By-law or By-laws are not valid or enforceable By-laws properly constituted under the Act. Any such By-law or By-laws are not By-law or By-laws constituted under and pursuant to the Act. Accordingly the terms "Article" or "Articles" means a "By-law" or "By-laws" and such terms are effectively interchangeable and therefore constitute valid and enforceable By-laws pursuant to the Act.

Article 2
OWNERS' DUTIES AND OBLIGATIONS

2.1 Specific Obligations

Each Owner:

a. shall permit and allow the Corporation and the Corporation's Representatives, 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 including any Common Property Utility and Servicing Infrastructure, 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 the Corporation's Representatives, 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; such Owners shall pay Goods and Services Tax on any of the foregoing assessments where such Goods and Services Tax is required pursuant to the provisions of the *Excise Tax Act* of Canada;

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 these By-laws 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 permitted 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 in a reasonable manner and keep clear and free of debris, the Unit and any Exclusive Use Area to which the Owner has been granted;

iii. without limiting the generality of the foregoing provision or the provisions of Articles 2.2(a) and 2.2(e) herebelow; maintain and repair at the Owner's expense, any additions, alterations or improvements constructed or completed pursuant to Article 2.1(c)(iv) herebelow and to maintain and repair all portions of the Unit which includes but are not limited to interior surfaces of all walls, windows and doors, hardware, fixtures and Unit Utility and Servicing Infrastructure;

iv. not make or cause to be made any additions, or alterations to the Building, the exterior of his Unit (including, without limitation, any Signage), the Common Property, any interior or exterior load bearing walls (including floors and floor coverings or the ceilings) forming part of his Unit, or any part of the Utility and Servicing Infrastructure (regardless of whether it is Unit Utility and Servicing Infrastructure or Common Property Utility and Servicing Infrastructure) without first obtaining the written consent of the Corporation, the approval of the Corporation's engineer, 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 or addition made by an Owner without the approvals as required under these By-laws 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 the Corporation's Representatives 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 or the structure of his Unit or any other Units or any portion of the Building;

vi. not do or permit anything to be done that may cause any damage to the Project, any Utility and Servicing Infrastructure, and not do or permit anything to be done that may or will alter the appearance of any of the Building, or the Common Property, including such Exclusive Use Area(s) to which the Owner has been granted;

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 explosive substances or contaminants into the Project;

ix. comply with all By-laws, Rules and Resolutions, in respect of the maintenance, repair, and cleanliness of any of the Units the Common Property the Building or the Project;

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; and

xi. comply with the Historical Resources Obligations, and shall not do any act or thing or permit any Occupant to do any act or thing that would violate the Historical Resources Obligations;

d. shall adhere to, comply with, and strictly observe these By-laws and each and every part thereof and all By-laws, Rules 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 Property and any machinery or equipment therein in accordance with any By-laws, Rules and Resolutions 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 any other Owner or an Occupier of any other 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, in the opinion of the Corporation, may be injurious to the reputation of the Project;

v. subject to Article 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 any signage of any type or nature whatsoever, unless the provisions of Article 11 of these By-laws have been complied with;

vii. shall not make or permit noise of any type or nature whatsoever, 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 do any act or thing, or allow or permit any Occupant to do any act or thing that would result in the Corporation being unable to comply with, and observe the Historical Resources Obligations or that would result in the Corporation violating such Historical Resources Obligations;

ix. shall not erect or place any structure, either temporary or permanent, on or in a Unit or on the Common Property or on or in any Exclusive Use Area without first obtaining the consent of the Corporation;

x. shall not, without first obtaining in writing approval 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 or on any part of the Project, a satellite dish, television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto;

xi. shall not store any combustible, inflammable, or offensive goods, provisions, or materials in, on or through, either, any Unit, Exclusive Use Area, 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;

xii. 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;

xiii. 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;

xiv. shall not do or permit anything to be done that may cause damage to the Project or interfere with the maintenance of the Project generally;

xv. shall not deposit refuse and garbage in or outside his Unit other than in proper garbage containers or as designated by the Board;

xvi. shall not permit any Occupants, or any other person, to trespass on any part of the Parcel or in the Project to which another Owner is entitled to, whether a Unit or an Exclusive Use Area;

xvii. shall not do any act or thing, or allow or permit any Occupant to do any act or thing that would result in the Corporation being unable to comply with, and observe the Encroachment Agreement or that would result in the Corporation violating such Encroachment Agreement;

xviii. shall not use any part of the Common Property other than such portion of the Common Property designated as Exclusive Use Areas designated to him for specified purposes for any use other than as specified and permitted by the Corporation unless with permission in writing from the Board;

xix. shall comply with the Encroachment Agreement, and shall not do any act or thing, or allow or permit any Occupant to do any act or thing that would violate the Encroachment Agreement or that would result in the Corporation being unable to comply with, and observe the Encroachment Agreement, or that would result in the Corporation violating such Encroachment Agreement;

xx. shall not do any act or thing that would result in the violation or cancellation of the Corporation's licence or approval from any Appropriate Authority regarding the maintenance and operation of any elevating device situated in the Project;

xxi. 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;

xxii. shall not obstruct or permit any entry, walkways, passage, or driveway areas in the Project to be obstructed by any Occupant;

xxiii. shall not allow his Unit or Exclusive Use Area designated or assigned to him to become unsanitary or unsightly in appearance;

xxiv. 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;

xxv. shall not allow any Common Property around his Unit to become untidy;

xxvi. shall not allow or cause any business or personal effects or articles belonging to him to be kept anywhere except inside his Unit or in an Exclusive Use Area specifically allocated to such Owner pursuant to these By-laws;

xxvii. 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 Utility and Servicing Infrastructure, building maintenance, storage areas, meeting rooms, or fitness/recreational areas, or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;

xxviii. shall not, unless first approved by the Board (which approval may be withdrawn at any time in the Board's absolute discretion) keep, harbor, house, or in any manner whatsoever, allow anywhere in, either, the Unit or the Project any animals, including pets, provided that the restrictions set forth hereabove shall not apply to:

(1) any Unit which is being used as a pet store, pet grooming salon, or veterinary clinic; or

(2) any service animals that are lawfully licensed under applicable legislation;

xxix. shall exercise reasonable care and caution in permitting access to either the Unit or the Common Property by other persons to ensure the safety and security of other Owners and Occupiers in the Project;

xxx. shall consent in writing, if necessary or required, to have the Encroachment Agreement registered against the Corporation's Condominium Additional Plan Sheet maintained at Land Titles Office for Southern Alberta;

xxxi. shall use their Unit for commercial purposes as permitted, authorized or approved by the Appropriate Authority, and shall ensure that such commercial uses are fully compliant with these By-laws and all applicable laws, rules and regulations of any Appropriate Authority;

xxxii. with respect to those portions of the Common Property that comprise meeting rooms, storage areas and fitness/recreational areas, comply with all existing or future By-laws, Rules, and Resolutions pertaining to the same;

xxxiii. shall observe and comply with, and where necessary, perform all of the terms and provisions set out in Article 9 regarding Developer's Rights and shall do no act or thing, or allow any Occupant or any other party to do any act or thing that shall interfere with, prevent or prejudice such Developer's Rights;

xxxiv. shall comply with the Historical Resources Obligations and shall not do any act or thing or allow or permit any Occupant to do any act or thing that would violate the Historical Resources Obligations or that would result in the Corporation being unable to comply with and observe the Historical Resources Obligations or that would result in the Corporation violating such Historical Resources Obligations;

xxxv. shall comply with the Parking Agreement and shall not do any act or thing or allow or permit any Occupant to do any act or thing that would violate the Parking Agreement or that would result in the Corporation being unable to comply with and observe the Parking Agreement or that would result in the Corporation violating such Parking Agreement;

xxxvii. shall comply with all the terms and provisions of any licence, consent, or approval provided to an Owner for a Parking Stall in the event that the Corporation has allocated or rented a Parking Stall to such Owner;

xxxviii. shall authorize, allow and permit Common Property including without limitation, Common Property Utility and Servicing Infrastructure as situated within or forming part of the Unit to remain and shall not do any act or thing or allow or permit any Occupant to do any act or thing that would prohibit, prevent or prejudice the same;

xxxix. shall not do any act or thing or allow or permit any Occupant to do any act or thing that would disturb, damage, or interfere with Common Property, including without limitation, Common Property Utility and Servicing Infrastructure;

xl. shall not allow the temperature in their Unit to fall to a level that would adversely affect or damage any Utility and Servicing Infrastructure which would include, without limitation, the freezing of pipes;

xli. shall not do any act or thing or allow or permit any Occupant to do any act or thing that would prevent, prohibit, or prejudice the Corporation or Corporation's Representatives from performing and carrying out their duties or functions as provided for or authorized under these By-laws or the Act; and

xlii. shall ensure that any and all Occupants of his Unit comply with those requirements that the Owner must comply with under these By-laws, and all other By-laws, Rules and Resolutions.

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 these By-laws, and all By-laws, Rules and Resolutions;

ii. the failure of the Owner to repair, maintain, and keep clean his Unit, his Exclusive Use Areas, and any improvements or additions thereto or the Common Property in accordance with these By-laws, and all By-laws, Rules and Resolutions;

iii. the replacement, repair, maintenance, and cleaning of his Unit, his Exclusive Use Area 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 these By-laws, and all By-laws, Rules and Resolutions 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 and the Corporation's Representatives or resulting from any act or omission of the Owner or any Occupant;

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 By-Laws, Rules and Resolutions 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 energy 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 and the Corporation's Representatives 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 these By-Laws:

a. the Owner shall be responsible to repair, maintain, keep clean and replace, as and when reasonably necessary, his Unit and any Exclusive Use Area that has been designated to such Unit including, but not limited to:

i. all interior walls, surfaces, improvements, structures, fixtures and appurtenances of any type or nature;

ii. all appliances, equipment and machinery in the Unit;

iii. all fixtures, finishes, improvements and betterments made to the Unit including additions or alterations made to the Unit or additions or alterations to the Unit made pursuant to Article 2.2(c)(iv) of these By-laws, notwithstanding the Developer may have assisted, coordinated or have been otherwise involved with the construction of the same;

iv. all Utility and Servicing Infrastructure in the Unit or forming part of the exterior walls, ceilings and floors, where such Utility and Servicing Infrastructure serves only the Unit;

v. all doors and windows in and comprising the Unit, excluding doors and windows situated on the exterior of the Unit which are designated as Common Property pursuant to the provisions of the Act;

vi. all carpentry, floor coverings (including all tile, carpet and wood), wall coverings and finish, interior walls, 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 of any type or nature whatsoever provided always that any window coverings, linings, sheaths, or any portions of the same that are visible from the exterior of the Unit shall be only those that are approved by the Board. For clarity, window coverings, linings and sheaths that require Board approval are for windows that can be seen from the outside of the Unit regardless of whether from outside of the Building or within the Building; and

b. the Corporation shall be responsible for the repair, maintenance, replacement as and when reasonably necessary of the Common Property (which includes those structural elements of the Project and the

Common Property Utility and Servicing Infrastructure), the property of the Corporation, property insured by the Corporation to the extent of the proceeds of insurance paid to the Corporation, and interior windows between Common Property and the Units (all of the foregoing being subject to the Owner's responsibilities in Articles 2.2(a) and 2.2(e) and all other maintenance and repair obligations of an Owner as provided for in these By-laws. In the event that an Owner is responsible for the reason or cause for such repair, maintenance or replacement, or the reason or cause for such repair, maintenance or replacement originated from the Owner's Unit, the cost of such repair, maintenance or replacement will be charged back and payable by the responsible Owner pursuant to the Act and these By-laws, including without limitation, Articles 2.1(e) and 6.14 of these By-laws;

c. 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;

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, and for the purposes of Articles 2.2(a)(iii), (iv) and (vii) the Owners shall be obligated to maintain, repair and replace all of the items as set out in such provisions even when the same are located in contiguous exterior walls, ceilings and floors that are Common Property, provided however that the item needing repair, maintenance, or replacement, serves the Unit and is not a common element providing service to other Units.

2.3 General Obligations

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

2.4 Leasing of Units

An Owner shall be entitled to lease or rent his Unit; provided that:

a. any lease or tenancy of a Unit shall be subject to all of the provisions of Sections 53 through 56 of the Act and the By-laws, Rules and Resolutions of the Corporation;

b. if requested to do so by the Corporation (such request to be in writing), the Owner shall cause any lessee or tenant to acknowledge in writing to the Corporation that the tenant has received a copy of the By-laws, Rules and Resolutions of the Corporation and agrees to observe the same as if he were an Owner;

c. no act or omission or waiver by the Corporation of any breach or default by an Owner pursuant to this provision, shall operate as a waiver of any other or subsequent breach or default but shall apply to the breach or default so waived, and shall not be deemed to be a release of any of an Owner's duties and obligations under the By-laws, Rules and Resolutions.

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 these By-laws) 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. do all things required of it by the Act, these By-laws and any other By-laws, Rules and Resolutions, in force from time to time;

c. as prescribed in and subject to Article 2.2 hereof, maintain and repair (including renewal where reasonably necessary) any and all elevators (including shafts and pits) and the Common Property Utility and Servicing Infrastructure;

d. provide and maintain in force all such insurance as is required by the Act, if any, and by the provisions of these By-laws 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 these By-laws, maintain and repair the exterior or outside surfaces of the Building comprising the Units, including the Encroachments, Common Property windows and doors and all other outside accouterments affecting the appearance, usability, value or safety of the Project and 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 located in the Province of Alberta;

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. keep and maintain in good order and condition all areas of the Common Property designated for pedestrian traffic which includes but is not limited to lobbies, foyers, hallways, stairs, stairwells, and elevators, and also such portions of the Encroachments required for pedestrians being stairs, stairwells, ramps and entrances;

i. provide adequate 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, 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 Board Member, Manager, officer or employee of the Board and his or her heirs, executors 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 one of the Corporation's Representatives, 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 of 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 Board Members 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 Board Member 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 Board Member, 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 Board Member, Manager, officer or employee of the Board for any such liability suffered or incurred or any portion thereof;

n. maintain, repair and clean the Common Bathrooms to ensure that such bathrooms are compliant with the standards, rules and regulations of any Appropriate Authority, including, but not limited to, health standards, that are applicable to the lawful commercial activities that are being carried on in the Units;

o. conduct snow removal on adjacent City of Lethbridge sidewalks only if and to the extent required by the City of Lethbridge and also subject to weather conditions;

p. perform and comply with all of the terms of the Encroachment Agreement and pay any cost or expense necessary in order to comply with the same. Any cost or expense paid by the Corporation in complying with or performing the Encroachment Agreement shall constitute and be a Common Expense;

q. perform and comply with all of the terms of the Historical Resources Obligations and pay any cost or expense necessary in order to comply with the same. Any cost or expense paid by the Corporation in complying with or performing the Historical Resources Obligations shall constitute and be a Common Expense;

r. perform and comply with all of the terms of the Parking Agreement and pay any cost or expense necessary in order to comply with the same. Any cost or expense paid by the Corporation in complying with or performing the Parking Agreement shall constitute and be a Common Expense;

s. acquire from the Developer for nominal consideration any Common Property Unit created from any redivision of a Unit by the Developer and become the registered Owner of the same and shall own and operate such Common Property Unit as Common Property. In furtherance of the foregoing, the Corporation shall enter into a conveyancing agreement with the Developer setting forth the terms and obligations of the Corporation to acquire from the Developer Common Property Units as created upon the redivision of any Unit by the Developer;

t. In the event that the Corporation receives a notice of cancellation of any of its insurance policies it shall provide written notice of the cancellation of the same to all Owners as soon as practically possible;

provided however and notwithstanding the foregoing provisions of this Article 3.2 or other provisions of these By-laws, the Corporation shall have no obligation to police or patrol the Parking Stalls or any Common Property, including without limitation, the Rooftop Patio, the Common Bathrooms, or any meeting rooms, storage areas, or fitness/recreational areas, all of which are to be used by Owners and Occupants at their own risk. The Corporation shall not be liable or responsible for any personal injury or property loss that an Owner or Occupant may incur by reason of the Corporation failing to put in place security measures or police or patrol the Parking Stalls or the Common Property, including without limitation, the Rooftop Patio, the Common Bathrooms, and any meeting rooms, storage areas or fitness/recreation areas.

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. without limiting any of the other powers of the Corporation, to designate, allocate, control, manage and pass any rules from time to time regarding those areas of Common Property that are meeting rooms, storage areas and fitness/recreational areas;

c. borrow monies required by it in the performance of its duties or in the exercise of its powers subject to the limitations on borrowing prescribed in the Regulations requiring a Special 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. grant to any Owner or Occupant the right to use and enjoy any part of the Common Property (other than Exclusive Use Areas that have been allocated to an Owner pursuant to Article 8 of these By-laws) by lease or otherwise, upon such terms and conditions as may be determined or approved of by the Board

from time to time, where, in the Board's reasonable opinion, such grant will regulate and control the use of such Common Property for the general benefit and betterment of the Project and shall not otherwise cause material prejudice to the interests of any specific Owner or Owners;

h. make such By-laws, Rules and Resolutions 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 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;

i. to take any necessary actions or enforcement proceedings against an Owner or an Occupant that is violating or failing to observe the Historical Resources Obligations, the Encroachment Agreement or the Parking Agreement;

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 or based on the Common Expenses caused or consumed by any Unit or Units or an Owner as may be determined by the Board. Nothing in this provision shall limit the powers of the Corporation or the Board to allocate, reallocate, assess or reassess Common Expenses pursuant to Articles 3.3(s) and 7.3;

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 Board Members 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, Rules or Resolutions of the Corporation on the part of an Owner or Occupant, 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 which violates these By-laws, Rules 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 reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice;

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 reasonable 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:
   i. give notices to give up possession of such Units under the Act; and,
   ii. make applications to the Court under the Act;

v. enter into a conveyancing agreement with the Developer in order to acquire from the Developer and own, as registered Owner, the Common Property Units which shall constitute Common Property under the care, control and management of the Corporation;

w. utilize, allocate, administer, manage, rent, licence or otherwise deal with the Parking Stalls in any manner as determined by the Board in its sole and absolute discretion from time to time, subject only to the provisions of the Parking Agreement and on the basis that no Owner or Occupant has a priority with respect to such Parking Stalls or has any other right, entitlement or benefit conferred to an Owner or Occupant pursuant to the Parking Agreement;

x. have access to or enter a unit in order to inspect, repair, maintain or replace any Common Property that may be situated within such Unit which includes Common Property Utility and Servicing Infrastructure with such entrance and access being made available to not only the Corporation but also the Corporation's Representatives;

y. do all things which are, either or both, incidental to or conducive to the exercise of its powers granted, both, under the Act and these By-laws;

z. 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 these By-laws

In addition to any and all powers, rights, privileges, authority and remedy given to the Corporation and the Corporation's Representatives, either to enforce its By-laws or to censure Occupants or Owners for breach or default thereof, the Corporation may, subject to any limitations imposed by the Act:

a. fine, levy a fine or impose a fine upon any Owner or Occupant in default or breach of these By-laws with such fine to be determined by the Board in its sole and absolute discretion subject only to the maximum amounts prescribed in the Regulations;

b. suspend, revoke and deny during such period of breach or default of these 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 these By-laws, to use, enjoy and generally have access to any or all common facilities in the Project (other than the Common Bathrooms), as may be directed by the Board;

c. to the extent that the Board determines that it may be reasonable to cure or effect a remedy of the situation or circumstances of breach or default of these By-laws, on behalf of any such Owner or Occupant, the Board may implement and carry out such cure or remedy, as the case may be, and impose the cost of such cure or remedy, including all actual solicitor's costs on a full indemnity basis and a reasonable supervisory and administration fee (at no less than 20% of the actual costs incurred by the Corporation), as a fine upon such Owner or Occupant;

d. the remedies available to the Corporation, as set forth in Articles 3.4(a), 3.4(b) and 3.4(c) above, shall be cumulative, and may be exercised in any manner or priority without prejudice to any other remedy, right or privilege of the Corporation, and shall be exercised as the Board shall determine appropriate from time to time and at any time; and

e. to the extent that, pursuant to this Article 3.4, 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.

3.5 General Powers of Corporation

The powers, rights, duties, and obligations given to and imposed upon the Corporation under these By-laws 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 and Article 9 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 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 provisions, 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 these 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;

i. 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 one hundred twenty (120) days after the end of the fiscal year of the Corporation;

j. within thirty (30) days of a person becoming or ceasing to be a Board Member, 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 Board Member; and,

k. file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

4.2 Powers of the Board

The Board may:

a. subject to Article 9 hereof and 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 on behalf of the Corporation as permitted under Article 3.3 hereof;

b. meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any Board Member gives to the other Board Members 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 Board Members 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 that the Board shall consider reasonable, the Common Property (or portions thereof) inclusive of Common Property Utility and Servicing Infrastructure, Encroachments, Common Bathrooms and the Rooftop Patio;

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;

g. should any provisions of these By-laws be unclear or ambiguous with respect to whether or not any Utility and Servicing Infrastructure is Unit Utility and Servicing Infrastructure or Common Property Utility and Servicing Infrastructure, or if an Owner is disputing as to whether or not any Utility and Servicing Infrastructure is Unit Utility and Servicing Infrastructure or Common Property Utility and Servicing Infrastructure the Board shall determine as to whether or not any such Utility and Servicing Infrastructure is Unit Utility and Servicing Infrastructure or Common Property Utility and Servicing Infrastructure and the decision of the Board shall be final and binding;

h. should any provisions of these By-laws be unclear or ambiguous with respect to what may constitute Common Property or what may constitute a Unit, or if an Owner is disputing as to whether or not any part or portion of the Project constitutes Common Property or if it constitutes a Unit, the Board shall determine what constitutes Common Property or what constitutes a Unit and the decision of the Board shall be final and binding;

i. should any provisions of these By-laws be unclear or ambiguous with respect to whether or not a repair or replacement obligation is that of an Owner or the Corporation's or in the event that an Owner is

disputing as to whether or not a repair and maintenance obligation is that of an Owner or the Corporation's responsibility, the Board shall determine as to whether or not any such repair or maintenance obligation is the responsibility of an Owner or the responsibility of the Corporation and the decision of the Board shall be final and binding;

j. exercise any other power, authority or discretion conferred upon the Board pursuant to these By-laws or pursuant to any law, including without limitation, the Act, without any of the same necessarily being enumerated in this Article 4.2. Without limiting the generality of the foregoing the powers, rights, duties and obligations given to and imposed upon the Board under these By-laws and all parts thereof are in addition to all and any powers, rights, duties and obligations given to and imposed upon the Board under the Act and at law.

4.3 Composition of the Board

The Developer shall appoint an interim Board within thirty (30) days of registration of the Condominium Plan and such interim Board shall be nominees of the Developer. The number of individuals comprising the interim Board shall be those that are appointed by the Developer from time to time and there shall be no election of Board Members at any General Meeting of the Corporation until the Corporation is required to hold an election of the Board Members pursuant to Section 29 of the Act or such earlier date that the interim Board may determine in its sole and absolute discretion. The General Meeting at which Board Members are elected pursuant to Section 29 of the Act or such earlier date as determined by the interim Board is referred to in this Article 4.3 and in Articles 4.4 and 5.8 herebelow as the "Initial Board Election General Meeting"). As at and from the Initial Board Election General Meeting:

a. the Board shall consist of not less than one (1) nor more than five (5) individuals who may be nominees of the Developer, Owners or spouses of Owners, representatives of Mortgagees of Units, representatives or principals of corporate Owners, or any combination of the foregoing, and the composition of the Board, pursuant to the provisions of these By-laws, shall be valid notwithstanding the provisions of Section 28(1)(1.1) of the Act provided however, where a Unit has more than one (1) Owner, only one (1) person in respect of that Unit may sit on the Board at any point in time;

b. the Board Members shall be elected at the Initial Board Election General Meeting and thereafter at each Annual General Meeting or any Extraordinary General Meeting which has as part of its agenda, the election of Board Members, (the foregoing meetings are hereinafter referred to in this Article 4.3 and in Articles 4.4 and 5.8 herebelow as a "Board Election General Meeting");

c. the number of members of the Board (which must not be less than one (1) nor more than five (5) individuals) shall be fixed by a resolution of those parties entitled to vote at the Initial Board Election General Meeting and each Board Election General Meeting thereafter having two thirds (2/3) of the Unit Factors that are present or represented at such Initial Board Election General Meeting or subsequent Board Election General Meeting and once the number of Board Members has been determined in accordance with the foregoing, the Board Members that are then elected shall hold office until the next Board Election General Meeting subject always to the provisions of the Act or these By-laws providing for the qualifications, resignation and removal of a Board Member;

d. Notwithstanding any of the foregoing provisions or the provisions of Section 28(1)(1.1) of the Act, the composition of the Board shall always include one (1) nominee or representative of the Developer so long as the Developer may require or request the same and for so long as the Developer is an Owner of any Unit in the Project.

4.4 Retirement of the Board

At the Initial Board Election General Meeting all of the interim Board Members shall retire from office and the Corporation shall elect a new Board, and thereafter, at any Board Election General Meeting all the Board Members shall retire from office and the Corporation shall elect a new Board.

4.5 Eligibility of Board Member for Re-election

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

4.6 Removal of Board Member by Special Resolution

The Corporation may, by Special Resolution remove any Board Member 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 Board Members may appoint a person to fill that office for the remainder of the former Board Member's term provided such person qualifies for membership pursuant to these By-laws.

4.8 Quorum of Board

A Quorum of the Board is two (2) where the Board consists of four (4) or less Board Members, except where the Board consists of one (1) Board Member, the Quorum shall be one (1), three (3) where the Board consists of five (5) or six (6) Board Members, and four where the Board consists of seven (7) Board 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 Board 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 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 Board Member; 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 Board 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 Board 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 Board Member, is valid as if the Board Member had been duly appointed or had duly continued in office.

4.15 Resignation or Removal of Board Member

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

a. by notice in writing to the Corporation resigns his office;

b. is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner or becomes bankrupt;

c. is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act* of Alberta, or is otherwise found to lack capacity under applicable legislation;

d. is convicted of an offence involving moral turpitude;

e. is absent from meetings of the Board for a continuous period of four (4) months or four (4) consecutive meetings without the consent of the remaining Board Members and a majority of the remaining Board Members resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated; or,

f. he ceases to qualify for membership pursuant to these By-laws under Section 28(1) of the Act;

g. in the case of a company or corporation which is a Board Member, 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 Board Member delegated by an Owner (be such Owner a company or corporation or otherwise), if such Owner is in arrears more than sixty (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 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 Board Members

No corporation or body corporate shall be a Board Member, but should a corporation run for, be elected as, or be appointed as a Board Member, its membership shall be held by and served through such corporation's delegate who shall be the Board Member 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

The first Annual General Meeting shall be convened by the Board within twelve (12) months following the registration of the Condominium Plan and subsequent Annual General Meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one Annual General Meeting and that of the next. Within sixty (60) days after an Annual General Meeting, the Corporation must provide each Owner and Mortgagee with the approved minutes, or draft minutes if no minutes have been approved, of the Annual General Meeting.

5.2 Requirements to Calling Meetings

The Board may whenever it thinks fit or shall upon a request in writing by Owners representing not less than fifteen (15%) percent 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 fifteen (15%) percent of the total Unit Factors or a combination of such Owners and Mortgagees entitled to vote with respect to fifteen (15%) percent 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 Notices of Meetings

Subject to the Act and Regulations, 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 Unit 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, and;

d. the annual budget.

Subject to the Act and Regulations, 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 Unit Owners and Mortgagees:

e. written notice of an Extraordinary General Meeting;

f. the purpose for which the meeting is being convened, and;

g. the proposed wording of any resolution.

5.4 Applicability of Article 5

The provisions of this Article 5 shall apply to all General Meetings of the Corporation including without limitation an Annual General Meeting or an Extraordinary General Meeting regardless of whether or not the same are referenced in any of the provisions of this Article 5 unless otherwise specified in such provisions or in the Act or Regulations.

5.5 Requirement for Quorum

Save as in these By-laws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and thirty (30%) percent of the persons entitled to vote are present in person or by proxy shall constitute a quorum. For the purposes of certainty and clarity, in the event that thirty (30%) percent of the total Unit Factors in the Project are represented in person or by proxy, a quorum is present.

5.6 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 under these By-laws or the Act. 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 in person or by proxy shall be a quorum.

5.7 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.

5.8 Order of Business

The order of business at General Meetings, as far as is appropriate, and to 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 auditors;

i. any other additional agenda items set out in the notice of the Meeting;

j. resignation of Board Members (to be effective upon the election of a new Board);

k. motion confirming number of Board Members;

l. election of Board;

m. unfinished business;

n. new business;

o. adjournment.

The resignation of Board Members, motion confirming number of Board Members and election of Board shall only be applicable at the Initial Board Election General Meeting and subsequent Board Election General Meetings.

5.9 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 requiring a Special Resolution or Unanimous Resolution, all matters shall be determined by majority. In the case of equality of 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.

5.10 Poll

A poll, if demanded, shall be taken in whatever manner the chairman thinks fits, unless the party demanding the poll requests a secret ballot and should that be the case, the poll vote shall be conducted on that basis. 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 or for a secret ballot may be withdrawn by the party that has demanded the same.

5.11 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.

5.12 Vote Personally or by Proxy

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

5.13 Proxy in Writing

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. 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.

A proxy expires on the earliest of:

a. the expiry date set out on the proxy:

b. six (6) months from the date on which the proxy was given, and;

c. 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.

5.14 Restriction on Voting

Except in cases where by or under the Act a Unanimous Resolution or Special Resolution is required, neither an Owner nor a Mortgagee is entitled to exercise their power to vote as conferred by these By-laws, the Act or the Regulations, where any contribution payable in respect of the Owner's Unit, or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property, is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised, but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Article 5.5.

5.15 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.

5.16 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 Article 5.16.

5.17 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.

5.18 Power of Mortgagee to Vote

Notwithstanding the provisions of these By-laws with respect to appointment of a proxy, where the Owner's interest is subject to a Mortgage and where the Mortgage or these By-laws or any statute provides that the power to vote conferred on an Owner may or shall be exercised by the Mortgagee, including Section 26 of the Act, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote; provided that:

a. the Mortgagee's right to vote shall be subject to the Mortgagee having notified the Corporation in writing 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.

Article 6
INSURANCE

6.1 Insurance Coverage by Corporation

The Corporation shall, in obtaining and maintaining insurance pursuant to Article 3.2 hereof, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof and Part 6 of the Regulations, the following insurance coverage:

a. Property insurance with extended coverage endorsement for such perils as required by the Act and the Regulations 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) (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
   i. all of the insurable Common Property;
   ii. all insurable property of the Corporation, both real and personal of any nature whatsoever;
   iii. all of the Units excluding any Unit Utility and Servicing Infrastructure, fixtures, finishings, improvements and betterments installed or made to the Unit by the Owners; and all furnishings and other personal property of each Owner whether or not installed in the Unit, for the full replacement cost thereof, including fixtures and finishing as required pursuant to the Regulations, without deduction for depreciation.

b. boiler and machinery insurance as applicable to the Project;

c. public liability (also known as general liability insurance) insurance, insuring the Board, its Manager (if any), and all Owners from and against any liability to the public or to the Owners and their respective invitees, licensees, Occupants or tenants;

d. directors' and officers' liability insurance, including errors and omissions coverage;

e. a fidelity bond in a an amount that shall be reviewed as necessary and at least once every two (2) years, (but said amounts shall not be less than the sum of the reserve fund balance at the start of the Corporation's current fiscal year and the balance of the operating account at the beginning of the Corporation's current fiscal year) and with such deductible as the Board may determine, insuring the

Board and every Board Member thereof from time to time and all officers and employees of the Corporation 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 their being or having been an officer of the Corporation or a Board Member, except as to matters as to which they shall be finally adjudged in an action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of an officer of the Corporation or of a Board Member honestly and in good faith;

f. 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;

g. for the purposes of any insurance obtained and maintained by the Corporation pursuant to these By-laws or pursuant to the Act, it is reasonable in the circumstances of the Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

6.2 Requirements in Policies of Insurance

All policies of insurance obtained and maintained by the Corporation pursuant to Article 6.1 hereof shall as available and where applicable, 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;
   ii. all Mortgagees who have given written notice to the Corporation;
   iii. the Corporation; and
   iv. the Board, the Corporation’s Representatives, or the like, referred to in Article 4;
   (hereafter collectively call the "Insured") as their respective interests may appear;

b. that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all insureds;

c. that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or Mortgagee and such insurance maintained by the Corporation shall be deemed as primary insurance;

d. standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;

e. a waiver by the insurer of its rights of subrogation against the Corporation and the Corporation’s Representatives, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;

f. a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of these By-laws are met) or of invalidity arising from the conduct or any omission or act or breach or a statutory condition by any insured;

g. that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the Condominium Status is terminated;

h. a cross-liability endorsement wherein the rights of any insured shall not be prejudiced with respect to another insured and the insurance indemnifies each insured as if a separate policy had been issued to each insured; and

i. for a waiver by the insurer of the insurer's option to repair, rebuild, or replace in the event that after damage the Condominium Status is terminated.

6.3 Appraisal

Not less than every five (5) years and may be done in conjunction with the reserve fund study, the Corporation shall obtain a full building replacement cost report from a qualified person for the full replacement value of all of the property to be insured pursuant to Article 6.1(a) hereof, said full building replacement cost report shall be made available, on request, to all Mortgagees; and, thereafter the policies of insurance shall be adjusted forthwith in accordance with said report, 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

Notwithstanding anything aforesaid:

a. all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), or the Corporation and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board, or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation;

b. the Board shall 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; and

c. the Board shall 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.

6.5 Owner's Insurance

Notwithstanding anything to the contrary contained herein:

a. an Owner must obtain and maintain liability insurance, property insurance, and such other insurance with respect to an Owner's Unit as permitted by the Act in order to insure, at a minimum, any matters or items that are not insured by the Corporation in accordance with Article 6.1(a) which would include but are not limited to an Owner insuring any Unit Utility and Servicing Infrastructure, fixtures, finishes, improvements and betterments made to any Unit, 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; and

b. all Owners shall, at minimum, purchase deductible insurance with respect to deductibles that may be payable by the Corporation and collectable as against the Owner in accordance with the Act and the Regulations, and such insurance shall provide coverage in an amount of not less than Fifty Thousand ($50,000.00) Dollars, or such greater amount as the Owner could become liable for under amendments to the Act and Regulations, which may be in force from time to time.

6.6 Requirements in Owner's 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 and the Corporation's Representatives, 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 co-insurance 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 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 with respect to 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 thirty (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 person.

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 one hundred (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 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 a General Meeting:

a. the Corporation has by Ordinary Resolution resolved to repair and restore property that is 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, 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 property that is 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, the Board shall, on behalf of the Corporation, and the Owners, make application to terminate the Condominium Status in accordance with the Act.

6.12 Distribution of Proceeds on Termination

In the application for termination of Condominium Status as referred to in Article 6.11 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 Owner's 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 6) 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 and Building, 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 under these By-laws.

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 subject to 62.4(5) of the Regulations and not in excess of Fifty Thousand ($50,000.00) Dollars, or such greater amount as the Owner could become liable for under amendments to Act and Regulations, which may be in force from time to time) 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;

c. whenever the Corporation or the Corporation's Representatives are required to enter a Unit for the purpose of maintaining, repairing, or replacing Common Property Utility and Servicing Infrastructure, beams, columns or any other fixtures, or structural items or elements that constitute Common Property, 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 the Corporation's Representatives may enter the Unit and carry out any work or repairs so necessary in a proper and workmanlike manner and shall repair 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; and

d. upon notice to an Owner, and at the sole discretion of the Board acting reasonably, the Corporation can assign responsibility for making repairs or arranging for and supervising repairs of a Unit to the relevant Unit Owner, regardless of why said repairs are required.

6.14 Indemnity

In accordance with the indemnity given under Article 2.1(e):

a. 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 the extent that such costs exceed any insurance proceeds actually received by the Corporation in respect to such repairs or replacements;

b. regardless of whether an insurance claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that:
   i. an Owner or anybody the Owner is legally responsible for is responsible for the loss or damage that gave rise to the claim or potential claim; or
   ii. the loss or damage or the cause of the loss or damage that gave rise to the claim or potential claim originated from the Owner's Unit;

   the Corporation, at the discretion of the Board, may recover the deductible portion of the claim (whether a claim is made or not) from that Owner. Such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as provided in these By-laws, for the amount of the deductible and all costs, charges and liabilities associated therewith and with the collection thereof (including legal costs on a solicitor and their own client full indemnification basis) incurred by the Corporation, and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit. The foregoing is subject to Section 62.4(5) of the Regulations, and further an Owner will not be made liable with respect to a deductible in an insurance claim by the Corporation for any amounts in excess of Fifty Thousand ($50,000.00) Dollars, or such greater amount as the Owner could become liable for under amendments to the Act and the Regulations, which may be in force from time to time.

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.

6.16 Review of Owner's Insurance

The Corporation or the Corporation's Representatives have no obligation or liability to obtain, review or advise on any Owner's insurance policies and it is the responsibility of the Owner to put in place sufficient and adequate insurance coverages that the Owner deems necessary and appropriate and that are required pursuant to these By-laws, the Act and the Regulations.

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 generally accepted accounting principles and in compliance with the Act.

7.2 Publication of Budget

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 provided by the Board to each Owner (and Mortgagee) that has given notice under Section 26(3) of the Act, in accordance with the Notice Provisions set in out Article 13.1 with the provision of such Budget being made at least thirty (30) days before the start of the fiscal year to which the annual Budget applies.

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 of 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 twelve (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 these By-laws, 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

No Owner can exempt himself from liability for his contributions toward his assessments for 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.

7.8 Special Assessment

If at any time it appears that the annual assessments or contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or contributions against each Unit (subject to Article 7.3 hereof) in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Subject to Article 7.3 hereof, each such special contribution shall be determined and assessed against the Owners in proportion to their Unit Factors. All such special contributions shall be payable within ten (10) days of the due date for payments as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

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 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. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments, and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time 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 thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this 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 sixty (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 thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, provided that no such acceleration shall affect the interests of or be binding upon any Mortgagee; and,

f. The rights and remedies of the Corporation and the Board as set forth in these By-laws are in addition to and not in substitution for the provisions of the Act or any other by-law. All amounts, sanctions, penalties, interest, costs, expenses, liabilities or obligations of an Owner that are or may become payable, due or owing to the Corporation, including, without limitation, by way of indemnification or reimbursement, shall be deemed to be unpaid contributions for administrative expenses and can be secured, enforced and collected pursuant to the provisions of Article 7.9(a) hereabove.

g. All expenses and costs of any type or nature whatsoever (including without limitation, legal fees and disbursements on a solicitor/client full indemnity basis) 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. The foregoing By-law shall not apply in circumstances where the Condominium Status of the Parcel has been terminated and in such circumstances the provisions of Section 62(3)(b) of the Act shall apply to any funds held by the Corporation.

Article 8
EXCLUSIVE USE COMMON PROPERTY

8.1 Designated Areas

a. The Corporation shall not grant to an Owner any right to exclusive use and enjoyment of any part of the Common Property, with the exception of:
   i. any right to exclusive use of part of the Common Property approved by a Special Resolution of the Owners;
   ii. the portions of the Common Property described in Article 8.1(b) herebelow shall be allocated to the Units described in this Article 8.1 as Exclusive Use Areas.

b. i. The portion of the Common Property shown and described on the Condominium Plan as A1 shall be allocated to Unit 13 (or the Unit as created from any Redivisions of Unit 13 that is adjacent to and contiguous to the aforedescribed portion of Common Property) as an Exclusive Use Area and such Exclusive Use Area shall be utilized only for the purposes of a loading area;
   ii. The portion of the Common Property shown and described on the Condominium Plan as A3 shall be allocated to Unit 25 as an Exclusive Use Area and such Exclusive Use Area shall be utilized only for the purposes of an open air deck;
   iii. The portion of the Common Property shown and described on the Condominium Plan as A2 shall be allocated to Unit 27 as an Exclusive Use Area and such Exclusive Use Area shall be utilized only for the purposes of an open air deck.

8.2 Owner Obligations

With respect to the Exclusive Use Areas allocated in Article 8.1(b) hereabove or any portion of the Common Property that has been granted or allocated to an Owner as an Exclusive Use Area, 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 of the Exclusive Use Areas only for the purposes authorized or approved by the Corporation from time to time;

e. comply with and observe all by-laws, rules and regulations of any Appropriate Authority including, without limitation, fire regulations;

f. subject to Articles 8.2(j) and 8.2(k) hereunder, not build any permanent structures on any Exclusive Use Areas, and any temporary use structures to be built on such Exclusive Use Areas must be approved by the Corporation and if applicable, must be approved by the Appropriate Authority and the Owner must also comply with the provisions of Article 2.1(c)(iv);

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, which consent may be arbitrarily withheld;

h. not place or store hazardous substances, pollutants, contaminants, flammable substances or fire hazards in or on such Owner's Exclusive Use Area;

i. not alter the appearance or character of such Exclusive Use Area including, without limitation, such Owner shall not change the colors, building materials or structure of such Exclusive Use Area unless and until such Owner has obtained the written consent of the Corporation, which consent may be arbitrarily withheld; and additionally, the Owner complies with all provisions of these By-laws concerning such change including, without limitation, Article 2.1(c)(iv);

j. the Owner of Unit 25 shall be responsible at such Owner's sole and exclusive expense to construct the open air deck without any contribution or payment from the Corporation and in constructing the open air deck, the Owner of Unit 25 shall comply with Article 2.1(c)(iv) and all other applicable by-laws and laws. The Owner of Unit 25 shall indemnify and save harmless the Corporation from all costs, expenses, liabilities, claims or actions that the Corporation may suffer or incur by reason of the construction of the open air deck by the Owner of Unit 25. The Owner of Unit 25 shall not allow, suffer or permit any builder's liens to be registered against the Common Property in connection with the construction of the open air deck;

k. the Owner of Unit 27 shall be responsible at such Owner's sole and exclusive expense to construct the open air deck without any contribution or payment from the Corporation and in constructing the open air deck, the Owner of Unit 27 shall comply with Article 2.1(c)(iv) and all other applicable by-laws and laws. The Owner of Unit 27 shall indemnify and save harmless the Corporation from all costs, expenses, liabilities, claims or actions that the Corporation may suffer or incur by reason of the construction of the open air deck by the Owner of Unit 27. The Owner of Unit 27 shall not allow, suffer or permit any builder's liens to be registered against the Common Property in connection with the construction of the open air deck.

8.3 Risk

Any use of an Exclusive Use Area shall be at the sole and exclusive risk of the Owner to whom the Exclusive Use Area has been allocated and shall not be at the risk of the Corporation. The Corporation shall have no duty to put in place security measures or to patrol or provide security with respect to such Exclusive Use Areas, or have any liability to any Owner or Occupant, or any other party for any personal injury or property loss. Without limiting the generality of the foregoing, any loss, damage or destruction to any Owner's Exclusive Use Area from vandalism, fire, hail, windstorm or any other reason or cause of any type or nature shall be solely at such Owner's risk and expense without payment or contribution by the Corporation.

8.4 Corporation's Powers

The Corporation may in its absolute discretion, in addition to other restrictions and powers set out in these By-laws, specify and limit the nature and extent of the use or uses of any Exclusive Use Area, and such Exclusive Use Areas shall only be used in accordance with and subject to such By-laws, Rules and Resolutions 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.

8.5 Non-Ownership by Owners of Exclusive Use Areas

Exclusive Use Areas shall not be deemed to be an area leased pursuant to Section 49 of the Act. An Owner shall only be entitled to the Exclusive Use Areas allocated pursuant to this Article 8 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. Immediately upon construction of an open air deck area by an Owner the same shall be deemed to be Common Property and owned by the Corporation without any payment, compensation or reimbursement paid to the Owner by the Corporation and without any liability or obligation by the Corporation to the Owner with respect to the same.

8.6 Maintenance Obligations

Exclusive Use Areas do not include any exterior wall, roof, ceiling or concrete slab that either borders or defines such Exclusive Use Area (hereinafter referred to as the "Border Elements" in this Article 8), structural components of the Exclusive Use Areas (hereinafter referred to as the "Structural Components" in this Article 8) or any Common Property Utility and Servicing Infrastructure that is situated within or adjacent to such Exclusive Use Area. The Corporation shall be responsible for repairing and maintaining the Border Elements, Structural Components and Common Property Utility and Servicing Infrastructure unless any maintenance, replacement or repair of the same is caused by an Owner's act or omission or by the Owner's construction of an open air deck, and in any such event, the Owner shall be responsible for paying all costs and expenses for the maintenance, replacement or repair of the Border Elements, Structural Components and Common Property Utility and Servicing Infrastructure. The Owner affected shall reimburse the Corporation for any such costs and expenses and shall pay interest thereon at the Interest Rate as at and from the date of the Corporation's demand for payment. Each Owner that has an Exclusive Use Area shall properly maintain such Exclusive Use Area in accordance with the requirements and specifications of the Corporation, including repairing any damages or completing maintenance or repair to the 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 have 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 as at and from the date of the Corporation's demand for payment.

8.7 Access by Corporation

The Corporation and the Corporation's Representatives shall notwithstanding the grant of any right, license or privilege or exclusive use of any area to any Owner have and enjoy full and free right at any and all times from time to time to enter upon, pass and repass over and occupy any and all parts of such Exclusive Use Area for the purposes of carrying out any of the duties or functions of the Corporation and the Corporation and the Corporation's Representatives shall have unlimited rights of ingress and egress over the same. In addition to and not in substitution for the foregoing, the Corporation and the Corporation's Representatives are authorized to remove, alter, or deconstruct or otherwise deal with any portion of an Exclusive Use Area (including without limitation, any open air deck) to carry out the Corporation's duties or functions which would include and are not limited to, accessing Common Property (including Border Elements and Structural Components and Common Property Utility and Servicing Infrastructure) or repairing, or maintaining, or replacing Common Property (including Border Elements and Structural Components and Common Property Utility and Servicing Infrastructure) and the Corporation is not obligated to repair or replace the portion or portions of the Exclusive Use Area that have been removed, altered, deconstructed or otherwise dealt with by the Corporation, and further that the Corporation is not obligated to reimburse or compensate an Owner with respect to the same. Nothing in this provision or in any other provisions of these By-laws are to be construed or interpreted as imposing an obligation on the Corporation to maintain, repair or replace any portion of an Exclusive Use Area at the expense of the Corporation, all of which is the responsibility of an Owner to which an Exclusive Use Area has been allocated.

8.8 Violation by Owner

In the event that any Owner should violate the terms and provisions of this Article 8 or any other provisions of these By-laws pertaining to Common Property regarding Exclusive Use Areas, the Corporation shall be entitled to take all remedies available as against the Owner that may be set out in these By-laws, or take such other rights and remedies that the Corporation may have at law or equity, with the Owner being responsible for indemnifying 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 to enforce these provisions. In addition to the foregoing, the Corporation may terminate any Owner's rights and entitlements to Exclusive Use Areas that have been allocated to a Unit pursuant to this Article 8 provided that such termination is not being made by the Corporation on an arbitrary basis and with malice or prejudice.

8.9 Priority of Provisions of Article 8

The provisions of this Article 8 are in addition to and not in substitution for any other provisions contained in these By-laws including, without limitation:

a. other By-laws pertaining to Common Property and Exclusive Use Areas;

b. an Owner's duties and obligations;

c. the Corporation's powers and duties; and

d. the Board's powers and duties.

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
DEVELOPER'S RIGHTS

9.1 General Obligations of Corporation and Owners

At all times while the Developer is selling or leasing Units in the Project or the Developer is constructing or developing the Project which includes, but is not limited to, the Developer's construction and development of the Developer's lands legally described as Lot 37, Block 43, Plan 2011595, that are adjacent to the Parcel (hereinafter referred to as the "Adjacent Property" in this Article 9), the Developer shall have the unfettered and exclusive right to do all of the foregoing without interference or interruption or obstruction by any Owner or the Corporation, and all Owners and the Corporation shall fully co-operate with the Developer to facilitate the selling or leasing of Units in the Project and the development and construction of the Project by the Developer which includes without limitation, the Developer's construction and development of the Adjacent Property as provided for in Article 9.8 herebelow.

9.2 Show Suites and Signage

During such time as the Developer, its successors or assigns, is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display Units and to carry on all sales and leasing functions it considers necessary from such Units. The Developer shall have the unfettered and unrestricted right to place Signage on any Unit owned by the Developer or on any of the Common Property for the purposes of promoting the Project or selling or leasing the Developer's Units in the Project, and the Developer shall not be subject to any of the restrictions or constraints as set forth in Article 11 regarding Signage, other than the Developer shall be responsible for paying its own costs and expenses for installing, maintaining or removing such Signage. The Developer shall be entitled to undertake any marketing or promotional activities that the Developer deems necessary or desirable with respect to the sales or leasing of the Developer's Units. All of the Developer's entitlements as set out in this Article 9.2 may be undertaken by the Developer without interference or obstruction from any Owner or the Corporation.

9.3 Fees and Assessments

Notwithstanding anything to the contrary contained in these By-laws, no condominium fees, charges, levies, assessments or costs shall be charged by the Corporation to the Developer or paid by the Developer by reason of the Developer being an Owner of any Units except where stipulated or required under the Act. Nothing herein shall prohibit or prevent any condominium fees, charges, levies, assessments or costs being charged or levied against any Unit once the same has been transferred by the Developer to a purchaser of the same. Any purchaser of a Unit from the Developer shall not be responsible for any fees, charges, levies, assessments or costs that may have been chargeable against the Unit being purchased during the time that the Developer was the Owner of the same. Until such time as the Corporation assesses regular condominium fees, charges, levies, and assessments on the Units in the Project, the Owner shall pay occupancy fees to the Developer as authorized pursuant to the provisions of Section 20.02(1) of the Regulations.

9.4 Right to Develop

The Developer shall have the unrestricted, unlimited and unfettered right to develop and construct the Project, including without limitation, the development and construction of the Adjacent Property as provided for in Article 9.8 herebelow) in the time and in the manner as determined by the Developer in the Developer's sole and absolute discretion. Without limiting the generality of the foregoing, at all times while the Developer is constructing, building or improving any portion of the Project or the Adjacent Property as provided for in Article 9.8 herebelow, the Developer shall have the unfettered and exclusive right to complete such construction, building or improvements without interference, interruption or obstruction by any Owner or the Corporation, and all Owners and the Corporation shall fully co-operate with the Developer to facilitate such construction, building or improvements. The Developer, its agents, employees and contractors shall have the right to enter onto the Common Property and access any Unit in order to complete such construction, building or improvements, and make any modifications or repairs.

9.5 Leasing of Units

Without limiting any of the other Developer's Rights, benefits and entitlements as set forth in this Article 9, the Developer shall have the unfettered and exclusive right to lease any Unit owned by the Developer in the Developer's sole and absolute discretion, without any qualification or limitation other than any provisions of the Act that are applicable to the rental of a Unit. The Corporation and the Owner shall fully cooperate with the Developer's leasing of Units and shall not interfere with or obstruct the same. The provisions of this Article 9.5 shall apply to and be for the protection and benefit of all of the Developer's leases that the Developer entered into prior to the condominiumization of the Parcel as well as the Developer's future leases in respect of the Project.

9.6 Development Access

The Developer, its contractors, sub-contractors, officers, servants, agents, workmen and professionals shall have the full and free right and liberty to have ingress and egress to, unlimited, unrestricted, uninterrupted and continuous access to and from, and to pass and repass on and over the Project in its entirety, including without limitation, all Common Property together with all necessary machines, equipment, tools, apparatus or materials whatsoever, and to remain on the same for the purposes of constructing and developing the Project which will include, but is not limited to, the construction and development of the Adjacent Property referenced and provided for in Article 9.8 herebelow.

9.7 No Deadlines

There are no timelines or schedules for the Developer to complete any redivisions or Unit consolidations or to construct any of the development to be completed on any portion of the Parcel or the Adjacent Property, nor is there any deadline on the Developer to fully complete the development or leasing of the Project or the Adjacent Property.

9.8 Adjacent Property Development

With respect to the Adjacent Property:

a. the Developer consents to certain portions of the Common Property being two staircases and a loading dock/ramp (hereinafter referred to in this Article 9.8 as the "Encroachments") to encroach upon the Adjacent Property without the necessity of entering into an Encroachment Agreement and having such Encroachment Agreement registered at the Land Titles Office for Southern Alberta. Additionally the Developer shall maintain such Encroachments at the Developer's own expense notwithstanding such Encroachments are Common Property. Should the Developer's lease with Canada Post be terminated, the Developer shall at the Developer's sole cost and expense, remove the Encroachments and also close in the two doorways and loading dock bay doors that will no longer be required by reason of removal of the Encroachments.

b. in the event that the Developer decides to develop the Adjacent Property and wishes to integrate the same with the Project, the Developer may construct connecting passageways that may be below grade and/or on grade and/or above grade in the manner deemed necessary or desirable by the Developer to facilitate pedestrian ingress and egress between the Project and the Developer's building on the Adjacent Property provided however, that such passageways shall connect only with Common Property in the Project.

c. the Developer may assign the Developer's Rights and entitlements as set forth in this Article 9.8 to any other party at the Developer's sole and absolute discretion.

9.9 Redivisions and Consolidations

Without limiting any of the Developer's rights, benefits and entitlements as set forth in this Article 9, the Developer, in its sole and absolute discretion, shall have the unfettered and exclusive rights to:

a. redivide any Units owned by the Developer, including without limitation, the Unit numbered 13 situated on the main floor of the Building, and the redivision of any other further, or subsequent Units created from such redivision, in order for the Developer to create additional Units owned by the Developer in the Project and which will also create Common Property Units to be transferred by the Developer to the Corporation. All Owners and the Corporation shall fully cooperate with the Developer to facilitate such redivisions and the creation and construction of Units and the construction and creation of Common Property Units arising from and in connection with such redivisions. Additionally, each Owner and the Corporation shall execute all instruments and documentation and do all acts or things that may be necessary or requisite to enable the Developer to proceed with such redivisions, and file Redivision Plans at the Land Titles Office including but not limited to, executing, issuing and delivering all consents and authorizations that may be necessary or required to complete the registration of any such Redivision Plans at the said Land Titles Office.

b. consolidate any Units owned by the Developer that are adjacent to each other. All Owners and the Corporation shall fully cooperate with the Developer to facilitate such consolidations and the creation and construction of Units in connection with such consolidations. Additionally, each Owner and the Corporation shall execute all instruments and documentation and do all acts or things that may be necessary or requisite to enable the Developer to proceed with such consolidations, and file such consolidations at the Land Titles Office including but not limited to, executing, issuing and delivering all consents and authorizations that may be necessary or required to complete the registration of any such consolidations at the said Land Titles Office.

9.10 Priority of Provisions of Article 9

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. Each Owner shall do all things, perform all acts, and execute all necessary documents, deeds, assurances or consents as may be requested or required by the Developer in furtherance of and in the completion or performance of any of the Developer's rights, privileges and authorities as set forth in this Article 9, notwithstanding and regardless of any By-laws, Rules, Resolutions.

9.11 Indemnities

In the event the Corporation fails or refuses to fully comply with the provisions of this Article 9 or should violate the terms and provisions of the same, or prevent, facilitate or allow any party to do so, the Corporation shall indemnify the Developer for any liabilities, costs or expenses, including without limitation, the Developer's legal fees on a solicitor/client full indemnity basis, suffered or incurred by the Developer by reason of the same.

If any Owner fails or refuses to observe or comply with the terms and provisions of this Article 9 or should violate the terms and provisions of the same, or prevent, facilitate or allow any party to do so, such Owner shall indemnify the Developer for any liabilities, costs, or expenses, including without limitation, the Owner's legal fees on a solicitor/client full indemnity basis, suffered or incurred by the Developer by reason of the same.

9.12 Amendments to Article 9 and Extended Meanings

Wherever the term "Owner" appears in this Article 9 the same shall have the extended meaning and include the party as set out in Article 1.7(b) hereabove and without limiting the same, wherever the term "Owner" is referred to in the Article 9, the same shall also mean and include an Occupant. Wherever the term "Corporation" appears in this Article 9, the same shall mean and include the Board. Any default by an Occupant in respect of

the terms and provisions of this Article 9, shall be deemed to be the default of the Owner. Any default by the Board or any Board Member in respect of the terms and provisions of this Article 9 shall be deemed to be the default of the Corporation.

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 these By-laws.

Article 11
SIGNAGE

11.1 Signage

An Owner shall not place any Signage on any portion of the Common Property, including, without limitation, on the exterior of the Building or on any exterior window or door of the Owner's Unit unless such Signage and the location and method of installation of such Signage has first received the consent and approval of the Board, such Signage does not violate the Historical Resources Obligations and also provided that such Signage has been approved by the Appropriate Authority (if required) and complies with all of the rules and regulations of any Appropriate Authority that is applicable to such Signage. Any Signage approval or approvals made or given to an Owner pursuant to and in compliance with these By-laws cannot be revoked or rescinded by any future Board or Owners unless:

a. the Owner's Signage is no longer permitted or does not comply with the rules, regulations or requirements of any Appropriate Authority; or

b. the Owner fails to observe or perform the provisions of Articles 11.2 and 11.3 herebelow.

11.2 Signage Maintenance and Repair

Any Signage, subject to the same having been approved by the Board and any Appropriate Authority, shall be installed, maintained, upgraded, repaired, replaced and/or removed by the Owner at the Owner's expense; and in doing so, the Owner shall not cause any damage to the Common Property including, without limitation, any damage to the exterior of the Building. In the event that any Owner's Signage results in any damage to the

Common Property, such Owner shall immediately repair and remediate the same at the Owner's sole cost and expense within the time and in the manner as prescribed by the Corporation. In addition to the foregoing and without limiting the generality of the same, an Owner shall not permit their sign to fall into any state of disrepair that would adversely affect the appearance of the Project as may be determined by the Board, in their opinion, from time to time; and should the same occur, an Owner shall at the request of the Board complete such maintenance, repair or upgrade that may be required by the Board to ensure that the condition, quality and appearance of the Owner's sign is consistent with the quality and appearance of the Project, including, without limitation, the exterior of the Building and the Historical Resources Obligation.

11.3 Risk

Signage shall be at the sole and exclusive risk and expense of the Owner that has obtained such Signage and shall not be the responsibility of the Corporation.

Article 12
EASEMENTS

12.1 Easement Rights

There are and shall be the following Easements:

a. in favour of the Owner of the Unit and as appurtenant to and for the benefit of the Unit, an easement for subjacent and lateral support of the premises and Unit by the Common Property and by every other premises or Unit capable of affording support;

b. in favour of the Owner of the Unit, and as appurtenant to and for the benefit of the Unit, an easement for the shelter of the premises and Unit by every other premises or Unit capable of affording shelter;

c. as against the Owner of the Unit, an easement to which the Unit is subject, for the subjacent and lateral support of the Common Property and of every other premises or Unit capable of enjoying support;

d. as against the Unit and the Owner of the Unit, an easement, to which the Unit is subject to provide shelter to every other premises or Unit capable of enjoying shelter;

e. as against the Unit and the Owner of a Unit, easements, to which the Unit is subject for access and the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio, cable, computing data and television services, through or by means of any Utility and Servicing Infrastructure within the premises or Unit as appurtenant to the Common Property and also to every other premises or any Unit capable of enjoying or requiring those easements;

f. as against the Unit and the Owner of a Unit, easements to which the Unit is subject for the Common Property Utility and Servicing Infrastructure within the premises or Unit, as appurtenant to the Common Property and also to every other premise or any Unit capable of enjoying or requiring those easements;

g. in against the Owner of a Unit, unimpeded and unrestricted pedestrian access over and through the Common Property to and from such Unit;

h. the Corporation and the Corporation's Representatives shall have unimpeded and unrestricted access to and over and through Units and Exclusive Use Areas at any and all times in order to access Common Property and in order to carry out the duties and functions of the Corporation, including without limitation, the inspection, maintenance and repair of such Common Property (which includes but is not

limited to Common Property Utility and Servicing Infrastructure). The Corporation and the Corporation's Representatives shall have unlimited rights of ingress to and egress to and over Units and Exclusive Use Areas and the right to temporarily occupy the same for the explicit purposes of accessing Common Property and carrying out all duties and functions of the Corporation including and without limitation, the inspection, maintenance and repair of such Common Property. The Owners and Occupants of Units shall not interfere with, prevent or obstruct such access rights, nor do any act or thing that may restrict the ability of the Corporation together with the Corporation's Representatives to unimpeded and unrestricted access to, over and through the Common Property and Exclusive Use Areas;

i. without limiting the generality of the foregoing provision, the Corporation's Representatives shall have unimpeded and unrestricted access over and through Unit 27 at any and all times in order to access Common Property, and in order to carry out the duties and functions of the Corporation, including without limitation, the inspection, maintenance and repair of such Common Property (which includes but is not limited to the clock tower portion of the Building and the rooftop area shown as A2 on the Condominium Plan that is adjacent to such Unit 27). The Corporation the Corporation's Representatives shall have unlimited rights of ingress and egress over Unit 27 and the right to temporarily occupy the same for the aforesaid purposes of accessing Common Property and carrying out all duties and functions of the Corporation, including without limitation, the inspection, maintenance and repair of such Common Property. The Owner and Occupant of Unit 27 shall not interfere with, prevent or obstruct such access rights, nor do any act or thing that may restrict the ability of the Corporation together with the Corporation's Representatives to unimpeded and unrestricted access over and through the Unit, to and from Common Property;

j. the Owners and Occupants together with their employees, guests, invitees, customers, suppliers and contractors, shall have unimpeded and unrestricted access over and through the Common Property in order to have access to and from the Common Bathrooms. The Corporation and any other Owner or Occupant shall not interfere with, prevent or prejudice such access rights, nor do any act or thing that may restrict the ability of the Owner and Occupant of a Unit, together with their employees, guests, invitees, customers, suppliers and contractors, to unimpeded and unrestricted access over and through the Common Property to and from all parts of a Unit to and from the Common Bathrooms;

k. without limiting any of the Easements set forth hereabove, each Owner together with all Occupants, shall have the non-exclusive right, privilege, easement of a right of way, rights of ingress and egress, and to pass and repass, over and through each Common Property Unit for unimpeded and unrestricted pedestrian access to and from such Owner's Unit;

provided always that the provisions in this Article 12.1 that are in favour of the Corporation are supplemental, in addition to and in furtherance of the Corporation's rights, powers and authorities as provided for in these By-laws and are not in substitution for any of the same.

12.2 Non-Restriction of Easement Rights

The Easements as set forth and provided for in this Article 12, are in addition to and not in substitution of any other easements or access rights set forth in these By-laws. Additionally the Easement Rights as set forth in this Article 12 shall not be adversely affected, prejudiced, repealed, or restricted in any amendments to these By-laws, future By-laws, or Rules and Resolutions.

12.3 Registration Not Required

When an easement is implied by these By-laws, the owner of any utility service that is providing its service to the Parcel inclusive of the Building, or to any Unit, is entitled to the benefit of any of those easements that are appropriate to the proper provision of that service but not to the exclusion of the owner of any other utility service. The provisions set forth in these By-laws are in addition to and not in substitution for the provisions of

Sections 22 through 24 inclusive of the Act. Articles 12.1, 12.2, 12.3 and 12.4 shall not be repealed unless unanimously consented to by the Owners, and to have full force and effect and be binding upon all Owners and the Corporation, the easements as set forth in the same do not have to be registered against the title to any Unit or registered against the Condominium Plan or the Condominium Additional Plan Sheet.

12.4 Easements Shall be Covenants Running with Land

The easements, rights and privileges described in these By-laws shall be deemed to be covenants running with the land and annexed thereto so that each of the Owners and the Corporation may hold and enjoy the easements, rights and privileges set forth in these By-laws without hindrance, interruption or interference.

Article 13
GENERAL

13.1 Notices

Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws 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. Where an Owner has requested and consented to receive communications from the Corporation by electronic means, then the provisions of Section 73.51 of the Regulations shall apply and wherever there is a discrepancy between the provisions of such Regulations and the foregoing provisions as set forth in this Article 13.1, the provisions of the Regulations shall prevail. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-laws.

13.2 Estoppel Certificates

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

13.3 Venue of Meetings

Meetings of the Board and General Meetings of the Corporation must be held within the municipality in which the Units are located unless an Ordinary Resolution to hold the meetings in another location is passed at a General Meeting of the Corporation.

Article 14
AMENDMENT OF THESE BY-LAWS

14.1 Requirements

Subject to Articles 14.2 and 14.3 hereof, these By-laws, 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 thirty (30) days prior to the date of any such Special Resolution and thereafter provide each such Mortgagee with a copy of any registered amendment, addition or repeal.

14.2 Amendment Requiring Specific Consent

Notwithstanding Article 14.1 of these By-laws, wherever it is stipulated in these By-laws that a specific Article or a specific provision as set forth and contained in these By-laws requires a specific consent or approval, such as a Unanimous Resolution, such specific Article or provision of these By-laws shall not be amended unless and until such specific consents and approvals have been obtained in compliance with such provisions.

14.3 Restricted Amendment

Notwithstanding Articles 14.1 and 14.2 of these By-laws, no provision of these By-laws may be rescinded, amended, modified, added to or replaced unless the same has been consented to in writing by the Developer for so long as the Developer is a registered Owner of a Unit.

14.4 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 the 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 the 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 the Regulations. The provisions of this Article14.4 shall apply notwithstanding any provision to the contrary set forth in these By-laws, and this Article 14.4 shall be in priority to any other contradictory Article or restriction contained in these By-laws regarding amendments to the same.

Article 15
TERMINATION OF CONDOMINIUM STATUS

15.1 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 By-laws, Rules and Resolutions 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.

15.2 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 15.1 hereof, be made pursuant to Section 63 of the Act.

Article 16
PRIVACY

16.1 Policy

The Corporation shall endeavor to keep an Owner's personal information confidential; however, all Owners agree and specifically consent to give the Corporation, the Board and its Manager, 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-laws, rules, regulations or enactments;

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.

Article 17
ROOFTOP PATIO

17.1 Authorized Users of Rooftop Patio

The Rooftop Patio may only be used by the following individuals:

a. the Owner or Occupant of a Unit;

b. the employees of an Occupant of a Unit, with the express qualification that such employees must be performing their employment duties in the Unit and not elsewhere;

c. the guests of an Owner or an Occupant of a Unit, with the express qualification that such guest must be accompanied by the Owner or the Occupant while on the Rooftop Patio and that the Owner or the Occupant is fully responsible for their guests and their actions;

and by no other persons or parties whatsoever.

17.2 Use of Rooftop Patio

The Rooftop Patio is for the use and enjoyment of the individuals described in Article 17.1 as a relaxation area, or for any other purpose specifically authorized by the Board in writing, and is not to be used for gatherings, functions, parties, group events or public purposes of any type or nature whatsoever unless specifically consented to and approved in writing by the Board. An Owner or an Occupant shall not:

a. use the Rooftop Patio for any purpose other than as described hereabove;

b. consume, disseminate or sell any alcoholic beverages, or cannabis products, unless specifically consented to by the Board, and any consumption, dissemination or sale of alcoholic beverages or cannabis products must be strictly in compliance with all applicable laws and regulations concerning the same; and the Owner or the Occupant must also obtain any consents or approvals that may be necessary with respect to such consumption, dissemination or sale of alcoholic beverages or cannabis products as required by any Approving Authority, including, without limitation, the Alberta Gaming, Liquor and Cannabis Commission;

c. place any structure or impediment, temporary or otherwise, on the Rooftop Patio;

d. do or allow any dangerous or unsafe activity or behaviour on the Rooftop Patio;

e. create a nuisance for the general public or for any other Owners or Occupants of the Project, such nuisances including, but not limited to:
   i. excessive noise, smoking, consumption of illicit substances, alcohol or cannabis;
   ii. depositing or allowing to be deposited rubbish, waste or detritus on the Rooftop Patio, the remaining portions of the roof of the Building or the adjacent City of Lethbridge streets, sidewalks or lanes;

f. leave the designated area of the Rooftop Patio when accessing and using the Rooftop Patio, such area being limited to the Rooftop Patio itself and excluding all other areas on the roof of the Building;

g. do any act or thing on the Rooftop Patio that would void the Corporation's policy of insurance or create any increase in the premiums paid under the same;

h. store anything of any type or nature on the Rooftop Patio;

i. alter the appearance or character of the Rooftop Patio;

j. do, allow or permit any illegal activity on the Rooftop Patio;

k. violate any rules concerning the Rooftop Patio and its use passed or promulgated by the Board from time to time;

provided however, that Article 17.2 hereabove shall not be construed as prohibiting the use of cannabis products that have been prescribed for medicinal purposes, however strictly for safety purposes, the same should not be consumed or used on the Rooftop Patio.

17.3 Powers of the Board

The Board may pass any rules that the Board deems necessary or appropriate for the purposes of regulating the use of the Rooftop Patio, which may include, but are not limited to:

a. restrictions in the hours of use;

b. establishing quiet hours;

c. procedures and restrictions on accessing the Rooftop Patio;

d. procedures and restrictions on scheduling times for temporary exclusive use, if any;

e. restrictions on activities;

f. establishing a maximum number of individuals permitted to use the Rooftop Patio at any one time;

g. restricting any person, even where such person is an approved party under this Article 17 for use of the Rooftop Patio, if such person is found to be in breach of this Article 17, with such restriction to be for such period of time as the Board deems necessary or advisable in its absolute discretion.

17.4 Risk

Any use of the Rooftop Patio shall be at the sole and exclusive risk of the party using the same and shall not be at the risk of the Corporation or at the risk of the Board. Neither the Corporation nor the Board shall have any duty whatsoever to put in place security measures or to patrol or provide security with respect to the Rooftop Patio and shall have no liability to any Owner, Occupant, or any other party whatsoever for any personal injury or property loss.

17.5 Liability of Owners and Occupants

An Owner or an Occupant of a Unit shall be responsible for their respective parties that use the Rooftop Patio regardless of whether such party is a party authorized or permitted to use the Rooftop Patio by virtue of Article 17.1 hereabove or as authorized or approved by the Board, and the actions of such parties shall be deemed to be the actions of the Owner or the Occupant. In the event of any violation of the terms and provision of Article 17 or any other provisions of these By-laws by any party who has utilized the Rooftop Patio, regardless of whether such party has been authorized or permitted to use the Rooftop Patio by virtue of Article 17.1 hereabove or as authorized or approved by the Board, the Corporation shall be entitled to take all remedies available as against such party as may be set out in these By-laws, or take such other rights and remedies that the Corporation may have at law or at equity, with the Owner of the Unit (who is responsible for the party who has violated these By-laws) being responsible for indemnifying 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 to enforce these provisions or to take any legal action.

17.6 Priority of Provisions of Article 17

The provisions of this Article 17 are in addition to and not in substitution for any other provisions contained in these By-laws, including, without limitation:

a. other By-laws pertaining to Common Property including without limitation any By-laws concerning the Rooftop Patio;

b. an Owner's duties and obligations;

c. the Corporation's powers and duties;

d. the Board's powers and duties.

In the event of a discrepancy or inconsistency between the provisions of this Article 17 and any other provisions contained in these By-laws, the provision of this Article 17 shall govern and take precedence.

Article 18
COMMON BATHROOMS

18.1 Dedicated Use

The primary function and use of the Common Bathrooms are to provide non-exclusive bathroom facilities to the Owners and the Occupants of Units and such Owners' and Occupants' employees, guests, invitees, customers, suppliers and contractors.

18.2 Prohibition of Eliminating Common Bathrooms

Inasmuch as the Common Bathrooms are necessary for the Owners and the Occupants of Units to carry on their commercial activities in such Units, the Corporation shall not eliminate the Common Bathrooms in any reconstruction or renovation of the Common Property, and the Corporation and each Owner shall not permit or allow any other party to eliminate or remove the Common Bathrooms or interfere with or prejudice each Units' entitlements, benefits and rights in and to the Common Bathrooms including, without limitation, the access easements set forth in Article 12.1(i).

18.3 Powers of the Board

The Board may pass any rules that the Board deems necessary or appropriate for the purpose of regulating the use of the Common Bathrooms; provided, always, that such rules do not adversely prejudice the ability of:

a. the Units to carry on their commercial purposes (provided that such commercial purposes have been approved by the Appropriate Authority and comply with these By-laws); and

b. the Owners and Occupants of such Units, together with such Owners' and Occupants' employees, guests, invitees, customers, suppliers and contractors, to have use of the Common Bathrooms (or any replacement, modification or renovation of the same) and to have access to such Common Bathrooms.

18.4 Risk

Any use of the Common Bathrooms shall be at the sole and exclusive risk of the party using the same and shall not be at the risk of the Corporation or at the risk of the Board. Neither the Corporation nor the Board shall have any duty whatsoever to put in place security measures or to patrol or to provide security with respect to the Common Bathrooms and shall have no liability to any Owner, Occupant, or any other party whatsoever for any personal injury or property loss.

18.5 Priority of Provisions of Article 18

The provisions of this Article 18 are in addition to and not in substitution for any other provision contained in any of these By-laws including, without limitation:

a. other By-laws pertaining to Common Property including, without limitation, any By-laws concerning relating to the Common Bathrooms;

b. an Owner's duties and obligations;

c. the Corporation's powers and duties;

d. the Board's powers and duties.

In the event of a discrepancy or inconsistency between the provisions of this Article 18 and any other provisions contained in these By-laws, the provision of this Article 18 shall govern and take precedence.