

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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CONDOMINIUM PROPERTY ACT
Section 26

NOTICE OF CHANGE OF BYLAWS
(Form 3, Condominium Regulations)

Condominium Corporation No. 0914661 hereby certifies that by written special resolution dated the 19th day of November, 2009, the bylaws of the Condominium Corporation were added to, amended or repealed as follows:

1. The existing bylaws of the corporation (as provided in Section 27 of the Condominium Property Act.) were repealed and replaced with the bylaws set out in the attached Schedule.
2. The new bylaws come into force upon registration of this Notice at the Land Titles Office in Edmonton.

The seal of the Condominium Corporation 0914661 was affixed to this Notice on the 19th day of November, 2009.


Matthew Kaprowy
Director / Member of the Board

seal

PROPOSED BY-LAWS

CONDOMINIUM CORPORATION NO. 09141061

(DISC PROPERTIES LTD.)

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PART I: DEFINITIONS AND INTERPRETATIONS

1 REPLACEMENT OF EXISTING BY-LAWS

These By-laws are enacted by: Condominium Corporation No. 0914661, to replace the By-laws set out in Appendix 1 of the Condominium Property Act.

2 DEFINITIONS AND INTERPRETATION

2.1 The following definitions apply to all parts of these By-laws:

- a) "Act" means The Condominium Property Act, Revised Statutes of Alberta 2000, Chapter 22, as amended from time to time;
- b) "Board" means the Board of Directors of the Corporation;
- c) "Corporation" means Condominium Corporation No. 0914661;
- d) "Common Property" means the common property as shown on the Condominium Plan (the structure of the building, the grounds, etc.);
- e) "Corporation Property" means property acquired by the Condominium Corporation;
- f) "Development" means the Discovery at Copperwood Condominium Complex;
- g) "Developer" means the registered owner of all the Units on the date the Condominium Plan was registered;
- h) "Exclusive Use Areas" means the balconies, driveways, patios, parking areas and any yards designated as exclusive use areas on the Condominium Plan or in an exclusive use agreement made between the Owner and the Condominium Corporation and/or Developer;
- i) "Final Turnover Date" means the date upon which the Developer owns less than One (1%) percent of the Units in the entire Development, or such other earlier date which the Developer determines in its sole discretion;
- j) "Occupant" means a person present in a Unit or on the Common Property with the permission of an Owner. Occupant includes Owners and tenants of an Owner;
- k) "Owner" means the registered owner of a Unit;
- l) "Rowhouse Unit" means any Unit with an attached garage or is located in a building with units that have attached garages;
- m) "Special Resolution" has the meaning given to it in the Act. Generally, in order to pass, a Special Resolution must be supported by Owners who collectively hold 75% of the votes;
- n) "Unit" means any residential dwelling in the Development.

- 2.2 Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the Act or in the Land Titles Act have the same meaning in these By-laws.
- 2.3 The rights and obligations given or imposed by these By-laws are in addition to the rights and obligations given or imposed by the Act.
- 2.4 All references to the Condominium Act or other laws shall be read so as to include applicable amendments and substitute legislation.
- 2.5 Wherever these By-laws conflict with the Act, the Act prevails.
- 2.6 These by-laws are to be read with all the charges in number and gender required by the context (eg: "he" can mean "he", "she" or "they", depending on whether the paragraph applies to a man, woman, or a group).
- 2.7 The headings in these by-laws are inserted only for convenience of reference.

PART II: THE CORPORATION

3 DUTIES OF THE CORPORATION

The Corporation has the exclusive right and obligation to:

- a) enforce these By-laws;
- b) place and maintain a Condominium Insurance Policy in accordance with the Condominium Property Act and Regulations. Generally, the insurance will include:
 - i) replacement cost insurance on the entire building (Units and Common Property);
 - ii) coverage for potential liability of the Corporation to 3rd parties;
 - iii) coverage for potential liability for Board members.
- c) maintain all Common Property within the Development. More specifically, the Corporation's maintenance obligations include:
 - i) fertilizing, watering and mowing lawns;
 - ii) removing ice and snow from all roadways, sidewalks, parking lots and driveways, within a reasonable time after they accumulate;
 - iii) repairing or replacing any pipes, wires, cables, ducts etc., unless such items are solely for the enjoyment of one Unit;
 - iv) arranging for garbage collection for all Units;
 - v) subject to section 3(c)(vi), maintaining all parking facilities excluding rowhouse units' garages;
 - vi) maintaining all Common Property within the Development, and all roofs, exterior finish and exterior doors and windows of the Units;
 - vii) providing and maintaining common area outside lighting;
 - viii) maintaining all fencing, balconies, patios, driveways, sidewalks, etc.;

- d) keep copies of all warranties, guarantees, drawings, specifications, plans, written agreements, certificates and approvals relating to the Development;
- e) indemnify every Board member, employee or officer, and his heirs, executors and administrators against all damages, judgements, settlements, costs and expense, including legal fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, employee or officer of the Corporation, except as to matters in which he:
 - i) is finally adjudged to be liable for fines or penalties imposed in a criminal suit or action;
 - ii) acted for unjustified profit or advantage;
 - iii) committed or attempted any wrongful act in bad faith or dishonesty; or
 - iv) is found in breach of Section 28(3) of the Act.

All liability, loss, damage, costs and expense incurred or suffered by the Corporation by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses.

- f) carry out any other duties which the Act imposed on the Corporation.

4 POWERS OF THE CORPORATION

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

- a) acquire personal property (such as, but not limited to, maintenance equipment, furniture, artwork, etc.) and interests in land (such as parking stalls, if applicable);
- b) borrow money and grant such security as may be required to ensure repayment of the loan;
- c) permit an Owner to exercise exclusive possession in respect of any area or areas of the Common Property;
- d) enter into an agreement respecting the provision of amenities or services to an Owner or an Occupant of a Unit;
- e) do all things reasonably necessary to enforce the By-laws and any rules passed pursuant to these By-laws;
- f) enter into management agreements and recreational agreements;
- g) levy fines, not exceeding \$200.00 per infraction, for the contravention of any by-law;
- h) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these By-laws;
- i) adopt policies and/or rules concerning various matters of common concern to the Occupants, such as:

- i) the rental of Units to tenants. Such rules may include the imposition of damage deposits, a requirement that tenants sign an undertaking to be bound by the By-laws, procedures for giving tenants notice to vacate, and any other rules which the Corporation could reasonably make to protect the lifestyle of Occupants in the Development;
 - ii) use of Common Property;
 - iii) Occupants' use of the balconies and patios attached to their suites;
 - iv) changes to Units which have a significant impact on Owner's of other Units or the Common Property;
- j) prior to the Final Turnover Date, apportion common expenses and fees to any Units in the Developer's or Corporation's sole discretion, provided they act reasonably and equitably in doing so;
- k) do such other things as are necessary to accomplish the things the Corporation is permitted or required to do by the Act or these By-laws.

5 THE BOARD OF DIRECTORS

- 5.1 The Corporation shall have a Board of Directors, consisting of not less than three (3) and not more than seven (7) members.
- 5.2 At an election of members of the Board, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the Board.
- 5.3 A person need not be an Owner to be elected to the Board.
- 5.4 Only one Occupant of a Unit may sit on the Board at one time.
- 5.5 An Owner whose condominium fees are more than thirty (30) days in arrears is not eligible to be nominated for election to the Board.

6 TERM OF OFFICE

- 6.1 Board members are elected for a term of 1 year.
- 6.2 The Owners may, by Special Resolution at a general meeting, remove any member of the Board before his term of office expires.
- 6.3 Upon prior written notice of the Board member affected, the Board may declare that the office of the member is vacated if the member:
- a) becomes bankrupt under the Bankruptcy Act (Canada);
 - b) becomes mentally incompetent;
 - c) is more than 60 days in arrears in payment of any contribution required to be made by him as an Owner;
 - d) is absent from three consecutive meetings of the Board without permission of the Board;

- e) resigns his office by writing, under his hand, sent to or left at the registered address of the Corporation or delivered to another Member of the Board;
- f) is convicted of an indictable offence;
- g) dies.

6.4 Notwithstanding any other provision contained herein to the contrary, prior to the Final Turnover Date the Owners shall vote their shares in such a manner as will elect a majority of the positions on the Board as nominees of the Developer, unless the Developer fails or otherwise elects, in its sole discretion, not to nominate any or sufficient persons for such position.

7 VACANCIES ON THE BOARD

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

8 OFFICERS OF THE CORPORATION

8.1 The Board shall designate, from its members, a President, a Vice-President, a Secretary and a Treasurer. In addition to any specific duties which the Board assigns to them, the officers of the Corporation shall have the following duties:

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

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

8.3 If a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

9 PROCEDURE FOR BOARD MEETINGS

9.1 The Board shall meet:

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

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

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

9.4 At Board meetings, all matters shall be determined by majority vote. If a vote is tied, the chairman is entitled to a casting vote in addition to his original vote. Any person entitled to vote may do so personally or by proxy. On a show of hands, a person carrying another voter's proxy may indicate that he is showing hands for one or more Board members. A proxy instrument must be in writing and signed by the person making the appointment as well as the person being named as the proxy. Proxy instruments may be general or restricted to a particular meeting or issue.

10 RESOLUTIONS IN WRITING

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

11 SEAL OF THE CORPORATION

The Board shall adopt a corporate seal. The Corporation's formal signature consists of the signatures of 2 Board members, accompanied by the seal.

12 SIGNING AUTHORITY

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

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

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

13 DUTIES OF THE BOARD

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

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

14 POWERS OF THE BOARD

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

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

15 CAPITAL REPLACEMENT RESERVE FUND

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

- a) lists all the parts of the Common Property which are expected to require replacement or major repairs within 25 years;
 - b) estimates the cost of those replacements or repairs;
 - c) recommends one or more ways of funding the estimated repair/replacement costs.
- 15.2 After receiving the report, the Board shall adopt a Reserve Fund Plan that describes how the expected repairs/replacements will be funded.
- 15.3 The Board shall provide each owner with a copy of the Reserve Fund Plan within a reasonable time after the Plan has been adopted.
- 15.4 As part of its annual financial statements, the Board shall prepare a statement showing the funds flowing in to (and out from) the Capital Replacement Reserve Fund, during the year.
- 15.5 In addition to the Capital Replacement Reserve Fund, the Board may establish a CAPITAL IMPROVEMENT FUND, to be used for improvements to the areas that the Corporation is obliged to maintain.

16 APPOINTMENT OF COMMITTEES

- 16.1 The Board may appoint (and dissolve) committees for various purposes, as it sees fit.
- 16.2 The Audit Committee shall consist of at least 2 people, neither of which may be the Treasurer of the Corporation. The other committees shall consist of as many people as the Board shall decide is an effective number of members.
- 16.3 Each committee shall appoint a chairman and each chairman shall report to the Board on his committee's activities.
- 16.4 Committees do not have authority to deal directly with Owners, Occupants or others, unless the Board has expressly authorized that committee to do so.

17 PENALTIES FOR BY-LAW CONTRAVENTION

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

- 17.5 An Owner aggrieved by a notice given by the Board (or by a fine leviable or levied) may appeal the resolutions of the Board to a special general meeting of the Owners, convened in the manner specified by these By-laws.
- 17.6 The Owners convened in special general meeting may rescind, amend or confirm the resolution or resolutions of the Board. In so doing, the Owners may enquire into all the circumstances of the alleged breach, and any actions taken subsequently.
- 17.7 The appeal to the Owners shall be conducted according to rules of natural justice. No error in procedure shall operate so as to nullify the proceedings, unless the error is sufficiently grave as to prejudice the rights of one or more Owners.

PART III: GENERAL MEETINGS

18 CONVENING OF MEETINGS AND NOTICE

- 18.1 Each year, the Board shall convene an annual general meeting of the Owners within 90 days after the end of the Corporation's fiscal year.
- 18.2 In addition, the Board may convene a general meeting of the Owners whenever it considers it proper to do so.
- 18.3 On the written request of Owners who collectively hold at least 25% of the unit factors in the Corporation, the Board shall convene a general meeting of the Owners.
- 18.4 Whenever a general meeting is to be convened, the Board shall give each Owner at least 7 days' written notice of the meeting. The notice shall state:
- a) the place, date and time of the meeting;
 - b) the nature of any special business to be discussed at the meeting.
- 18.5 An annual general meeting or a general meeting (or anything done at that meeting) is not invalid by reason that a person was inadvertently not given a notice of the meeting.
- 18.6 At any meeting where a by-law is to be amended or replaced, the Board shall give each Owner a written copy of the text of the proposed amendment at least 7 days before the meeting. The amendment or replacement shall be by Special Resolution.

19 QUORUM

- 19.1 Except as otherwise provided in these By-laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present (or represented by proxy) at the meeting.
- 19.2 A quorum for a general meeting is the number of persons whose total vote represents at least 2500 unit factors.

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

20 ORDER OF BUSINESS

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

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

21 MANNER OF VOTING

- 21.1 Unless a polled vote is demanded, all resolutions shall be decided by show of hands. The chairman's declaration that a resolution has been carried by show of hands is conclusive proof of that fact, without proof of the number or proportion of votes recorded in favour of (or against) that resolution.
- 21.2 The chairman of the meeting shall not vote upon a show of hands.
- 21.3 On a show of hands, each Unit is entitled to one vote.
- 21.4 Except for matters requiring a special or unanimous resolution, all matters shall be determined by a majority vote.

22 POLLING THE VOTE

- 22.1 Any person entitled to vote on a resolution may demand that a poll (i.e. a secret ballot) be taken. A person demanding a poll may also withdraw that demand. Upon the demand being withdrawn, the vote shall be taken by a show of hands.
- 22.2 Polls shall be taken in such a manner as the chairman thinks fit. The result of the poll shall be deemed to be the resolution of the meeting.
- 22.3 On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the Units owned by or mortgaged to them. The results of the poll shall be determined by the totals of unit factors voted for or against the resolution.

- 22.4 If a polled vote is tied, the chairman shall direct a recount. If the vote remains tied, the chairman shall cast a deciding vote, in addition to his original vote.

23 PROXIES

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

24 RESTRICTIONS ON VOTING

- 24.1 Whenever a mortgagee of a Unit has given the Corporation notice of its mortgage, the Owner involved may exercise his right to vote only when the mortgagee is not present at the meeting, in person or by proxy.
- 24.2 An Owner whose Condominium Fees are more than 30 days in arrears is not eligible to vote at a general meeting unless the vote concerns a Special Resolution.

25 VOTE BY CO-OWNERS

- 25.1 Each Unit shall have 1 vote at meetings.
- 25.2 If a Unit is owned by more than one person, either of those co-owners may vote personally or by proxy.
- 25.3 In the case of a vote taken by a show of hands, co-owners are entitled to one vote between them.
- 25.4 In a polled vote, each co-owner is entitled to vote all of the unit factors allocated to the Unit which he or she co-owns. However, if more than one co-owner of the same Unit wished to vote, each co-owner may vote for that portion of that Unit's unit factors as is proportionate to the co-owner's interest in the Unit. For example, if each of 2 co-owners of a Unit wish to vote, each of them may vote one-half of the unit factors allocated to that Unit.
- 25.5 Any co-owner may demand that a poll be taken.

26 RESOLUTIONS IN WRITING

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

PART IV: OCCUPATION AND USE OF UNITS

27 DUTIES OF OCCUPANTS

Occupants shall:

- a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter the Unit for the purpose of:
 - i) inspecting the Unit;
 - ii) maintaining, repairing, or replacing pipes, wires, cables, ducts, or other items which serve more than one Unit;
 - iii) maintaining or replacing Common Property, or
 - iv) ensuring that the By-laws are being observed.
- b) carry out all work that may be required pursuant to these By-laws or ordered by any public authority in respect of the Unit;
- c) pay all taxes, charges, assessments and utility bills that may be payable in respect of the Unit;
- d) comply with any rules adopted by the Corporation under these By-laws;
- e) keep the interior of the Unit in a good state of repair;
- f) notify the Corporation forthwith of:
 - i) any change in ownership or occupation of the Unit,
 - ii) any intention to rent the Unit, or
 - iii) any encumbrances registered against the Unit;
- g) tightly wrap, tie and deposit garbage in the facilities located on the Common Property or as otherwise directed by the Board and by the applicable By-laws and regulations of the municipality;
- h) comply with all reasonable requests of the Board;
- i) buy and maintain a condominium Unit Owner's insurance policy which includes at least \$1,000,000.00 in third party liability coverage;
- j) be personally liable and indemnify the Corporation for any and all damage caused to any elements of the Common Property which results directly or indirectly from any act or omission, whether negligent or otherwise, caused by the Occupant, or by a guest or invitee of the Occupant;
- k) pay to the Corporation or Developer, unless otherwise provided herein, prior to the Final Turnover Date, expenses assessed by the Developer, to any Units in the Developer's sole discretion, acting reasonably.

28 RESTRICTIONS ON OCCUPANTS

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

- a) use a Unit or the Common Property or any property for which the Owner has been granted exclusive use in a way that is illegal or is likely to cause a nuisance or hazard or that unreasonably interferes with use and enjoyment by other Occupants;
- b) make undue noise in the Unit or on the Common Property or any property for which the Owner has been granted exclusive use;
- c) place signs, billboards, notices or advertising matter of any kind on any part of the Common Property, or on any property for which the Owner has been granted exclusive use;
- d) do anything that will increase the risk of fire, or result in an increase of any insurance premiums payable by the Corporation;
- e) use toilets, sinks, tubs, drains or other plumbing fixtures including common area drains for non residential purposes or in any manner which may create an environmental hazard;
- f) hang or place on the Common Property or any property for which the Owner has been granted exclusive use anything that the Board considers aesthetically displeasing or offensive;
- g) leave household articles outside the Unit or any property for which the Owner has been granted exclusive use in a manner when those articles are not in actual use;
- h) store combustible materials (gasoline, propane, etc.) anywhere within the Development;
- i) obstruct a sidewalk, walkway, passage, driveway or other such areas;
- j) make any alterations, changes or additions to the Common Property;
- k) paint, decorate or otherwise change the property for which the Owner has been granted exclusive use;
- l) make mechanical or electrical changes to a Unit or any property for which the Owner has been granted exclusive use in a manner unless the changes do not affect the areas which the Corporation is required to maintain, or any other. All electrical work within the development must be performed by a journeyman electrician;
- m) No antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or the Common Property, without the consent, in writing, of the Board which consent may, on reasonable grounds be withheld or, if given, withdrawn on reasonable notice. Notwithstanding the foregoing, no satellite dish greater than 24 inches in diameter shall be placed anywhere on the Common Property or on any Unit (including the Residence). Any antenna, aerial, satellite dish, tower or similar structure, if allowed by the Board, may be fastened to the outside of the building provided that:
 - i) proper precautions are taken to ensure that the building envelope is not compromised in any way,

- ii) the owner of the unit will be responsible for any damage to the building resulting from the installation and/or removal of the item, and
 - iii) the item not be visible from the curb when facing the front of the unit.
- n) erect or plant any fence, screen, barrier, awning, partition, tree, shrub or flower;
 - o) allow any travel through or parking upon the Common Property for business purposes.

PART V: USE OF THE COMMON AREAS

29 PARKING

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

- a) park a motor vehicle which is bigger than the stall, garage or driveway in which it is parked;
- b) drive any motor vehicle, including vehicles used for furniture moving, on any part of the Common Property other than on a driveway or roadway;
- c) park or leave on any roadway, stall, driveway or garage, a vehicle which is
 - i) not in running order;
 - ii) undergoing major repairs of any nature;
 - iii) not insured;
 - iv) not displaying valid license plates;
 - v) persistently or excessively leaking fluids.

29.2 The Board is entitled to adopt reasonable rules concerning Occupants' use of any parking stalls, and where appropriate the driveway and/or garage, including:

- a) rules dealing with the appearance of the stalls, driveway, and garage;
- b) rules dealing with maintenance issues (snow removal, pothole repair, etc.).
- c) Rowhouse Owners are entitled to free and full access to all lanes, paths, garbage facilities and visitor parking stalls on the Common Property.

30 GARAGES, DRIVEWAYS AND PARKING STALLS

30.1 Non-Rowhouse parking stalls and garages may be assigned to Non-Rowhouse Owners at the time of the purchase of the Non-Rowhouse Unit. The Non-Rowhouse Owner shall be entitled to use of the designated parking stall by virtue of an exclusive use agreement. In the event the Non-Rowhouse Owner shall sell his Unit then a corresponding assignment of the exclusive use agreement pertaining to the Non-Rowhouse Unit Owner's parking stall to the purchaser of the Non-Rowhouse Unit shall be mandatory.

30.2 Rowhouse parking stalls and driveways may be assigned to Rowhouse Owners at the time of the purchase of the Rowhouse Unit. The Rowhouse Owner shall be entitled to use of the designated parking stall or driveway by virtue of an exclusive use agreement. In the event the Rowhouse Owner shall sell his Unit then a corresponding assignment of the exclusive use agreement pertaining to the

Rowhouse Unit Owner's parking stall or driveway to the purchaser of the Rowhouse Unit shall be mandatory.

- 30.3 All parking stalls and driveways shall be Common Property and as such the maintenance and repair of the same shall be the responsibility of the Condominium Association.
- 30.4 The Condominium Association shall be entitled to charge a Non-Rowhouse Unit Owner who also has exclusive use of a garage a monthly garage maintenance fee based on operating and maintenance costs of the garages and unit factors.

31 ANIMALS

Occupants are allowed to keep one large (maximum 50 Centimetres tall at the shoulder) pet or a maximum of two small pets (maximum 35 Centimetres tall at the shoulder) in their Unit as long as the following conditions are met:

- a) The pets(s) must be accompanied by an Owner and be on a leash at any time that the pets(s) is/are on the Common Property;
- b) The Owner of the pet is responsible for picking up and disposing of any droppings left by the pet;
- c) The Owner of the pet shall ensure that the pet does not unreasonably interfere with the rights of the other Occupants. The Board has the authority to make a final determination in this respect. If the Board, in its sole discretion, deems any pet whatsoever to be causing an unreasonable disturbance to other Unit occupiers, or to be a hazard to or harmful to any Common Property or to the other Owners or Unit occupiers then the owner of the unit or occupier of the Unit in which such pet is kept shall, forthwith on notice from the Board, remove or cause to be removed such pet from his Unit and such animal shall thereafter not be kept in that Unit or on the Common Property at any time.

32 BALCONIES

- 32.1 Each Occupant has the right to exclusive use and possession of the balcony or patio attached to his Unit.
- 32.2 The Board is entitled to adopt reasonable rules concerning Occupants' use of their balconies and patios, including:
- a) rules dealing with the general appearance of balconies and patios;
 - b) rules dealing with activities which are likely to affect neighbouring Owners (barbecues, amplified music, etc.);
 - c) rules concerning the enclosure of balconies and patios.

33 STRUCTURES

No building or structure shall be erected on the Common Property, except by the Corporation; unless otherwise approved by the Board in writing.

34 PERSONAL PROPERTY

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

35 SALES

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

PART VI: COMMON EXPENSES**36 DESCRIPTION OF COMMON EXPENSES**

The common expenses of the Corporation shall include the following:

- a) charges for utilities supplied to the Corporation;
- b) the property manager's fees;
- c) the costs of landscaping maintenance and snow removal;
- d) the costs of maintaining the Common Property as well as any portions of the Units, garages, driveways or parking stalls which the Corporation is obliged to maintain;
- e) the cost of placing and maintaining the insurance required by the Act and these By-laws;
- f) all professional and consulting costs, including without limiting the generality of the foregoing, legal and accounting fees and disbursements;
- g) all other charges which the Corporation incurs in good faith in relation to its obligations under the Act and these By-laws;
- h) reserves for the future maintenance and expenses;
- i) any utility charges (and without limiting the foregoing, including water, electricity, gas, and cable, satellite or phone) which are centrally metered and therefore billed to the Corporation, rather than to individual owners;
- j) the costs of acquiring equipment which the Board thinks should be acquired in order to carry out its duties.

37 ASSESSMENT OF CONTRIBUTIONS

- 37.1 At least thirty (30) days prior to the beginning of each fiscal year, the Board shall prepare a budget, showing:

- a) an estimate of the common expenses that will be incurred during the year;
- b) a reasonable allowance for contingencies;
- c) an allowance for any surplus or deficiency anticipated from the past year.

37.2 Except as provided for in paragraph 4(j), each year's estimated common expenses shall be apportioned and assessed to the Owners in the proportion that each Owner's unit factors bear to the total of the unit factors in the Development.

37.3 If the amounts estimated prove inadequate for any reason (including non-payment of an Owner's assessed contribution), the Board may levy such further assessments as are required.

37.4 Unless the Board directs another method of payment, each owner shall pay his assessment to the Corporation in equal monthly instalments, due on the first day of each month during the fiscal year for which such assessment is made.

37.5 Interest on all assessed contributions in arrears accrues at the rate of 1.5% per month, on a simple basis, calculated from the date due until payment is received by the Corporation. The Board may waive or reduce the requirement to pay interest, on a case by case basis, as it sees fit.

37.6 If the Board fails to prepare a budget and assess contributions as directed by these By-laws, the monthly instalments fixed for the preceding year shall continue until new instalments are fixed.

38 DEFAULT

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

- a) the unpaid amount of any assessment, together with interest and the actual costs incurred by the Corporation in recovering the unpaid assessment;
- b) any costs incurred by the Corporation in performing the Owner's duties as outlined in the Act or these By-laws;
- c) any other amount which an Owner owes the Corporation.

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

38.3 No action shall be commenced and no caveat shall be registered until the payment in question is at least 30 days overdue.

38.4 Any person may pay any unpaid contribution with respect to the Unit after the expiration of thirty (30) days following the due date for payment by the Owner in default. Upon such payment being made, such person shall be subrogated to the Corporation charge, and shall be entitled to enforce his charge in accordance with this provision.

PART VII: MISCELLANEOUS

39 DEVELOPER'S USE OF PROPERTY

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

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

40 CONSENTS AND ASSURANCES BY CORPORATION

The design, development and construction of the Units, Common Property and amenities shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay the construction and completion of the Units, the Common Property or any amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to, and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist such construction and completion. A member of the Board shall have the power of attorney on behalf of the Corporation and the Owners to execute and deliver all such consents, plans, leases, easements, licenses, deeds, documents and assurances as aforesaid.

41 SEVERABILITY

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

42 AMENDMENTS TO BY-LAWS

These By-Laws may be amended or repealed only by Special Resolution of the Corporation except as to By-laws 39 and 40 which shall not be amended or repealed.



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