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NOTICE OF CHANGE OF BY-LAWS

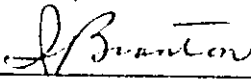
THE OWNERS: CONDOMINIUM PLAN NO. 8311054 hereby certifies that by a special resolution passed on the 30th day of May, 2002, the by-laws applicable to the buildings referred to in the aforesaid condominium plan were added to, amended or repealed as follows:

UPON MOTION DULY MADE AND SECONDED IT WAS UNANIMOUSLY RESOLVED that By-Laws registered as instrument # 831-187-189 are hereby repealed and the By-Laws attached to the Minutes are passed in substitution and replacement therefore, effective as of the date on which the Registrar of the Land Title Office for the South Alberta Land Registration district make reference thereto on the said Condominium Plan and that the President and Secretary /Treasurer are hereby directed to execute such documents and make such registrations as are required to give effect to this resolution.

The seal of The Owners: Condominium Plan No. 8311054 was hereunto affixed on the 12 day of JUNE, 2003.

THE OWNERS: CONDOMINIUM PLAN NO. 8311054

Per: 

Per: 

THE OWNERS:

CONDOMINIUM PLAN NO. 8311054

BY-LAWS

“PROMINENCE PLACE”

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I. DEFINITIONS AND INTERPRETATION

- A. These by-laws have been enacted by The Owners: Condominium Plan No. 8311054 to replace the by-laws registered as instrument #831 187 189.
- B. In these by-laws, unless the context or subject matter requires a different meaning:
- (a) "Act" means The Condominium Property Act, c.C-22, RSA 2000 as amended from time to time;
 - (b) "Board" means the board of directors of the Corporation;
 - (c) "Building" means any building or buildings situated on the Parcel;
 - (d) "Capital Replacement Reserve Fund" means the fund created for the purposes as outlined in By-law 8(A)(1);
 - (e) "Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these by-laws;
 - (f) "Common Property" means so much of the Parcel as is not comprised in any unit shown in the Condominium Plan;
 - (g) "Condominium Plan" means the plan registered by the Developer under the Act as No. 8311054;
 - (h) "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
 - (i) "Manager" means the property manager contractually appointed by the Board;
 - (j) "Mortgagee" means the holder of a mortgage registered against the title to one or more Units;
 - (k) "Ordinary Resolution" means a resolution:
 - i. passed at a properly convened meeting of the Owners by a simple majority of all the persons present entitled to exercise the powers of voting conferred by the Act or by the by-laws; or
 - ii. signed by more than fifty (50%) percent of all the persons who, at a properly convened meeting of the Owners, would be entitled to exercise the powers of voting conferred by the Act or by the by-laws and representing more than fifty (50%) percent of the total Unit Factors for all of the Units;
 - (l) "Owner" means the owner of a Unit;
 - (m) "Parcel" means the land comprised in the Condominium Plan;

- (n) **"Special Resolution"** means a resolution:
 - i. passed at a properly convened meeting of the Owners by a majority of not less than seventy-five (75%) percent of all the persons entitled to exercise the powers of voting conferred by the Act or by the by-laws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units; or
 - ii. signed by not less than seventy-five (75%) percent of all the persons who, at a properly convened meeting of the Owners, would be entitled to exercise the powers of voting conferred by the Act or by the by-laws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units;
- (o) **"Unit"** means an area designated as a unit by the Condominium Plan;
- (p) **"Unit Factor"** means the unit factor for each Unit as more particularly described in the Condominium Plan.
- C. Unless otherwise specifically provided for in these by-laws, words and expressions which have a special meaning assigned to them in the Act (as at the date of the adoption of these by-laws by the Corporation) have the same meaning in these by-laws and other expressions used in these by-laws and not defined in the Act or in these by-laws have the same meaning as may be assigned to them in the Land Titles Act, L-4, R.S.A. 2000, as amended from time to time, or in any statute or statutes passed in substitution thereof or replacement thereof, unless the context otherwise requires.
- D. The rights and obligations given or imposed on the Corporation or the Owner under these by-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owner under the Act.

2. **DUTIES OF THE OWNERS**

An Owner shall:

- (a) Subject to section 24 of the Act, permit the Corporation and its agents, at all reasonable times, on notice (except in case of emergency, when no notice is required) to enter his Unit for the purpose of:
 - (i) inspecting the Units;
 - (ii) maintaining, repairing or replacing pipes, wires, cables, and ducts and any other facilities existing in the Unit or capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - (iii) maintaining, repairing or renewing Common Property; or
 - (iv) ensuring that the by-laws are being observed;

- (b) forthwith:
 - (i) carry out all work that may be required pursuant to these by-laws or as required by a municipality or public authority in respect of his Unit other than any work for the benefit of a Building generally or that is within the duties of the Corporation under these by-laws; and
 - (ii) pay all rates, taxes, charges and assessments that may be payable in respect of his Unit;
- (c) maintain his Unit in a state of good repair excluding outer walls, windows, or other outside surfaces and roofs, and keep it in a state of good repair;
- (d) not make structural, mechanical or electrical alterations to his Unit or to the Common Property without the prior written consent of the Board;
- (e) notify in writing the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealings in connection with his Unit (including the discharge of any mortgage registered against his Unit) and if the Owner fails to provide such prompt written notice to the Corporation then the Owner shall promptly pay on demand to the Corporation the Corporation's costs in obtaining such information thru other means;
- (f) pay to the Corporation, when due, all Common Expenses levied or assessed against his Unit, together with interest on any arrears thereof at the rate so declared applicable by the Board for such overdue accounts for that year;
- (g) deposit with the Corporation annually, if requested, twelve (12) duly executed post-dated cheques for the condominium fees, in accordance with the assessment approved by the Board;
- (h) comply strictly with and cause all his tenants, employees and invitees and other occupants to comply with these by-laws and with such rules and regulations as may be proclaimed by the Board and posted on the Common Property regarding use of the Common Property from time to time (including, without limitation, regarding use of the pool);
- (i) not paint any of the exterior of the Unit or improvements or fixtures attached thereto or any other Unit or the Common Property, or alter the appearance thereof, or do or permit to be done anything which would alter the appearance of his Unit, any other Unit, or the Common Property without the prior written permission of the Board;
- (j) use and enjoy the Common Property or any property owned by or registered in the name of the Corporation in such a manner so as to not unreasonably interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- (k) pay to the Corporation all legal expenses incurred as a result of the Corporation having to take proceedings to enforce his observance of By-law 2(h) and to collect pay levies for Common Expenses assessed against his Unit, and such legal expenses shall be paid on a solicitor and his own client full indemnification basis.

- (l) notify the resident manager or the Manager for the Corporation in writing a minimum of two days in advance of the date that he, his tenant or agent move furniture, appliances or other large items through the Building entrance, stairs and corridor Common Property and further he or his assigns shall move the fore mentioned only between the hours of 8A.M. and 8 P.M.

3. DUTIES OF THE CORPORATION

The Corporation shall:

- (a) control, manage and administer the Common Property for the benefit of the Owners;
- (b) keep in a state of good serviceable repair and properly maintain any personal property in connection with the Common Property;
- (c) maintain shrubs and gardens on the Common Property not granted to an Owner for his exclusive use;
- (d) maintain and repair (including replacement where reasonably necessary) all structure elements, pipes, wires, cables, ducts, conduits, plumbing, sewers, party walls and other facilities for the furnishing of utilities and services for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or Common Property or any Corporation property;
- (e) clear ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for pedestrian or vehicle movement or parking;
- (f) maintain all of the Common Property including exclusive use areas granted to an Owner for his exclusive use, unless otherwise specified herein or unless at the time of granting the exclusive use area it is specified that the Owner is responsible for maintaining that exclusive use area;
- (g) collect and receive all contributions towards the Common Expenses and deposit same in a separate account in a chartered bank or trust company;
- (h) (aa) obtain and maintain insurance on all of the Units (including the bathroom and kitchen fixtures initially installed therein but excluding furnishings and other property brought into or installed in Units or on the Common Property by Unit Owners) the Common Property and all the insurable property both real and personal of any nature whatsoever of the Corporation, to the full replacement value thereof without deduction for depreciation and, without restricting the generality of the foregoing, such insurance shall provide the following:
 - (i) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;

- (ii) coverage to the full replacement value of all Building and other fixed improvements upon the Common Property and all chattels and other property belonging to the Corporation;
 - (iii) adequate coverage for boiler insurance if any boilers or pressure vessels exist;
 - (iv) coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolutions of the Corporation;
 - (v) that no breach of any statutory condition or other condition of any policy by any Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Unit Owner or the Corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interests of the person or party in breach are concerned and only upon the insurer establishing that the loss was caused by or contributed to by the breach of the statutory condition or other condition;
 - (vi) that in the event insured property is damaged or destroyed and that property is replaced or repaired, no deduction shall be made from an insurance settlement for depreciation to the property;
 - (vii) that no breach of any statutory or other condition of any policy by the Corporation or a Unit Owner shall invalidate the policy as against any mortgage in any way or to any extent;
- (bb) If the Board has appointed an insurance trustee:
- (i) The Board, on behalf of the Corporation, shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant to sub-paragraph (aa) in favour of the Insurance Trustee.
 - (ii) Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and any other supplemental perils shall be paid as follows:
 - i if the proceeds are less than Five Thousand (\$5,000.00) Dollars, to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss, and
 - ii if the proceeds are equal to or in excess of Five Thousand (\$5,000.00) Dollars, to the Insurance Trustee who shall

apply such proceeds to the repair and restoration of the damage or loss (except as hereinafter provided).

- (cc) In the event that it is ordered by a court under the Act or resolved by Special Resolution of the Corporation that the Corporation shall not repair or restore the damage or that the Corporation shall be terminated as to some or all Units, then the insurance proceeds shall be dealt with as follows:
- (i) firstly, the proceeds shall be apportioned between all those Owners whose Units or Common Property interests, or both, are affected by the loss or damage and the Corporation, as their interests may appear.
 - (ii) secondly, the insurance proceeds apportioned to the Corporation shall be paid to the Corporation;
 - (iii) thirdly, the insurance proceeds apportioned to Unit Owners shall be paid as follows:
 - (a) to the mortgagees of damaged Units as their interests may appear and to the extent of damage to the Unit (their priorities to accord with their priorities as Mortgagees of the respective Units);
 - (b) secondly, to the Owners of the damaged Units to the extent of the damage to the Unit as their interests may appear.

In making any apportionment hereunder regard shall be had to the interests of all Owners, Mortgagees, and the Corporation and a just and equitable apportionment shall be made. Any apportionment proposed by the Board (or the insurance trustee if one is appointed) shall be first notified to all the Owners, Mortgagees who have notified the Corporation of their mortgages, and the Corporation, and no distribution of proceeds shall be made until after the expiry of thirty (30) days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made, then such party must notify the Board (or the insurance trustee, as the case may be) in writing within thirty (30) days of his receipt of notice as aforesaid. If no party disputes the proposed distribution the Board (or the insurance trustee, as the case may be) may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution the Board (or the insurance trustee, as the case may be) shall refer the matter to the court authorized to deal with schemes and terminations under Sections 60 - 63 of the Act and the distribution shall be settled and determined by such court on such terms and conditions as it may deem just and equitable.

THE OWNERS: CONDOMINIUM PLAN NO. 8311054 BY-LAWS "PROMINENCE PLACE"

- (dd) Nothing in this paragraph (h) shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.
- (ee) Notwithstanding the foregoing an Owner may, and upon the written request of his Mortgagee shall, carry insurance on his Unit as permitted by the Act; provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by a Unit Owner.
- (ff) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their Mortgagees and each insurance policy of the Corporation shall contain a provision to that effect.
- (gg) Policies of fire and physical damage insurance may contain co-insurance on a stated amount basis only if and as long as the following appraisal requirements are met. All policies of fire and physical damage insurance shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners or any of them, and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to all Mortgagees of Units who have given prior written notice to the Corporation of their interests, provided however, that in the event such policies are to be cancelled for nonpayment of premium, only thirty (30) days' written notice shall be required to be given. Prior to obtaining any policy of fire insurance the Corporation shall obtain, from a qualified and reputable appraiser of real property, an appraisal of the full replacement value of the Building and other improvements upon the Common Property, including all of the Units, all Common Property, and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these by-laws and suggested by the same appraisal.
- (hh) The Board (or any insurance trustee appointed by it) shall have the exclusive right, on behalf of the Corporation and as agent for the Owners, to adjust any loss and settle any claim with respect to all insurance placed by the Corporation and any claimant, including the Owner of the damaged Unit, shall be bound by such adjustments. In the event of substantial damage to the Buildings and the determination by Special Resolution of the persons entitled to vote or by order of a court of competent jurisdiction to terminate the condominium status of any property within the Condominium Plan, the insurer's option to reconstruct the damaged premises shall be deleted or waived and the Board (or the insurance trustee) shall have the right, at its sole option, to obtain a cash settlement.
- (ii) On the written request of an Owner, purchaser or Mortgagee of a Unit

- (a) for a copy of a policy of insurance placed by the Corporation, the Corporation shall provide a copy of the policy to the person making the request within thirty (30) days from the day of receiving that request, or
- (b) for insurance certificate, the Corporation shall provide the insurance certificate to the person making the request within ten (10) days from the day of receiving that request;
- (jj) The Board shall also obtain and maintain public liability insurance insuring the Board and the Owners against any liability to third parties or the Owners and their invitees, licensees or tenants, incident to the ownership or use of the condominium Units therein, and all Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than One Million (\$1,000,000.00) Dollars for any person insured or for any one accident and shall not be less than One Million (\$1,000,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her or their action against another named insured.
- (kk) The Corporation shall, immediately upon the occurrence of any substantial damage to any of the Units or the Common Property provide notification thereof by registered mail to the registered first Mortgagees of all units affected who have notified the Corporation of their interest.
- (ll) In the event that a claim is made under any policy of insurance maintained by the Board on behalf of the Owners and the Corporation and the cause of the loss for which the claim is made is due to an act or omission of an Owner, occupier or tenant of an Owner or member of their families or the guests, invitees or licensees of any of them, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid by the Corporation with respect to the loss for which the claim is made, the amount of same to be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation. In all other cases, the Corporation shall bear the cost of the insurance deductible and such cost shall be included in Common Expenses. The onus of proof of cause of the loss shall be on the Corporation.
- (i) make such reasonable rules and regulations as it may deem necessary or desirable from time to time in relation to use, enjoyment and safety of the Common Property;
- (j) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners, as the Board incurs in the management or administration of the entire Parcel;

- (l) establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair or replacement of:

- (1) any real and personal property owned by the Corporation;
- (2) the Common Property;

where the repair or replacement does not occur annually.

- (m) determine the minimum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure;
- (n) the Capital Replacement Reserve Fund shall be an asset of the Corporation;
- (o) call a general meeting of the Owners, and those Mortgagees who have notified the Corporation of their interest, once in each calendar year, and in all cases allow no more than fifteen (15) months to elapse between annual general meetings;
- (p) indemnify every member of the Board and each employee and officer of the Corporation, and his heirs and legal representatives against all damages, judgements, settlements, costs and expenses, including legal costs, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member of the Board or an employee or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines and penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty (all liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses);
- (q) do all things reasonably necessary for the enforcement of the by-laws and the control, management and administration of the Common Property and any part of a Unit with which it may be concerned, including without restriction the following:
 - i. commencement and prosecution of proceedings under Section 36 of the Act (or any provision passed in substitution therefore) to collect a penalty of up to the maximum allowable under the Act;
 - ii. impose, collect and deal with deposits associated with the rental of a Unit under Section 53 of the Act (or any provision passed in substitution therefore), provided that the deposit for the rental of a Unit shall not exceed the maximum allowable under the Act;
 - iii. give notice to give up possession of a Unit pursuant to Section 54 of the Act (or any provision passed in substitution therefore) and make application to the Court under Sections 55 or 56 of the Act (or any provisions passed in substitution for the said Sections) provided that such notices and such applications shall be in accordance with the provisions of the Act; and

- (r) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates, approvals and permits provided to the Corporation pursuant to Section 46 of the Act (or any provision passed on substitution therefore).

4. POWERS OF THE CORPORATION

The Corporation may:

- (a) subject to compliance with the Act, acquire or dispose of real and personal property to be used for the maintenance, repair or replacement of any real or personal property of the Corporation or the Common Property provided that real property shall only be acquired and disposed of on approval be a Special Resolution;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers provided that if such borrowing shall be approved by Ordinary Resolution;
- (c) secure the repayment of money borrowed by it and interest thereon, by negotiable instrument, a mortgage of unpaid contributions (whether levied or not) or a mortgage of any property owned by it or by combination of those means;
- (d) grant a lease to an Owner under Section 49 of the Act;
- (e) charge interest under Section 40 of the Act on any contribution owing to it by an Owner;
- (f) make an agreement with any Owner or tenant of a Unit for the provision of amenities of services by it to the Unit or to the Owner or tenant of the Unit;
- (g) obtain and retain professional management to supervise and execute the duties of the Corporation, which services shall be retained upon such written terms as the Board may from time to time decide;
- (h) grant to an Owner the right to exclusive use and enjoyment of that portion of the Common Property designed or designated for the exclusive use of the Unit as a "balcony" or private deck and that portion of the Common Property designed as a parking area or so designated on the Condominium Plan.
- (i) invest funds in its possession or control as it may determine, to the extent permitted by law for trustees under the *Trustee Act* or any legislation passed in substitution therefore;
- (j) pay an annual honorarium, salary or stipend, to a member of the Board, as may be determined from time to time by Ordinary Resolution of the Corporation;
- (k) subject to the Act, in the event of fire, gas, water leakage or other emergency situation, force entry into any Unit for the Purpose of dealing with such emergency and for the purpose of protecting the property of any of the Owners, occupiers of any Unit and the Corporation, as the case may be (the Owner or occupier of the

Unit so entered shall save harmless the Corporation, its agents and employees from any claim or damage arising from such forced entry);

- (l) impose and exact the fees and charges for providing the information and materials referred to in By-law 8(e);
- (m) enforce the provisions of any restrictive covenant, utility right of way, or easement registered against the Parcel or any Unit which benefit the Corporation of any Owner; and
- (n) exercise all of the rights, powers and duties conferred on the Corporation by the Act and the by-laws.

5. THE BOARD

- A. The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Board.
- B. The Board shall consist of 3 eligible persons who shall be elected at each annual meeting or as otherwise provided herein.
- C. At each annual general meeting of the Corporation, all the members of the Board shall retire from office and the Corporation shall elect a new Board.
- D. The Corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place to hold office until the next annual general meeting.
- E. Any casual vacancy of the Board may be filled by the remaining members of the Board.
- F. A quorum of the Board is two (2) where the Board consists of three (3) in which case the chairman of the meeting shall have a casting vote in the event of a tie vote.
- G. At meetings of the Board all matters shall be determined by simple majority vote.
- H. The office of a member of the Board shall, *ipso facto*, be vacated if he:
 - i. becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada) or any legislation passed in substitution therefore;
 - ii. is more than thirty (30) days in arrears in payment of any contribution or payment required to be made by him pursuant to by-laws and fails to pay any such arrears within ten (10) days after written notice from any member of the Board requiring him to pay such arrears;
 - iii. becomes of unsound mind or mentally incompetent or is the subject of a certificate of incapacity issued under the *Dependent Adults Act* (Alberta), or any legislation passed in substitution therefore;
 - iv. resigns his office by writing, under his hand, sent to or left at the registered address of the Corporation or delivered to an officer of the Corporation;

- v. is convicted of an indictable offence;
- vi. is absent from three consecutive meetings of the Board without permission of the Board and it is resolved at the subsequent meeting of the Board that his office be vacated;
- vii. is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- viii. dies.

- I. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of due notice of the meeting.

6. ELIGIBILITY

- A. To be eligible for nomination to the Board, the nominee must be an Owner or tenant of an Owner and provided that:
 - (a) if a Unit has more than one Owner, only one such Owner may sit on the Board at one time;
 - and
 - (b) that person is not indebted to the Corporation for any contribution levied or fine imposed and overdue by more than thirty (30) days.
- B. Notwithstanding anything herein to the contrary, in the event that the Owner of the Unit is a corporation, that corporation shall nominate a person who shall be eligible for election.

7. OFFICERS OF THE CORPORATION

A general meeting shall be held annually on or about the anniversary date of the first general meeting. At its initial meeting, the Board shall elect from its members a President, Secretary and Treasurer to be the officers of the Corporation. The duties of the officers shall be as determined by the Board from time to time. Provided however, the Board may delegate any and all its duties to a professional management firm in accordance with By-law 8 hereof. The President shall act as Chairman of the Board meetings. Should the President be absent, then at the commencement of the meeting the Board shall elect a Chairman for the meeting. If any Chairman vacates the Chair during the course of the meeting, the Board shall elect in his stead another Chairman who shall have the same rights of voting. An officer who ceases to be a member of the Board shall also cease to be an officer of the Corporation.

8. DUTIES OF THE BOARD

A. The Board shall:

- (a) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;
- (b) cause to be prepared financial statements relating to all money of the Corporation, and the income and expenditures of the Corporation, for each annual general meeting;
- (c) cause to be maintained financial records of all the assets, liabilities and equity of the Corporation;
- (d) cause to be submitted to the annual general meeting an annual report consisting of the financial statements and such information as the Board may determine or as may be directed by an Ordinary Resolution passed at a general meeting;
- (e) upon request and on payment of a reasonable fee, cause to be provided to an Owner, purchaser, Mortgagee or their designee, a copy of the following:
 - (i) a copy of the most recent financial statement of the Corporation;
 - (ii) copies of the minutes of any Board or general meeting;
 - (iii) an estoppel certificate giving a complete statement in respect of any Unit with regard to assessments for Common Expenses and with regard to fulfillment of all of the Owner's obligations in connection with the Corporation and his Unit and otherwise providing the particulars and materials pursuant to Sections 39(6), 44, 45 and 48 of the Act.
- (f) at least once in each year, cause the books and accounts of the Corporation to be reviewed by a chartered accountant or certified general accountant and shall submit the report to the annual general meeting of the Corporation and the cost of such review shall be an obligation of the Corporation.
- (g) cause to be kept in one location:
 - (i) a copy of all amendments to the by-laws of the Corporation;
 - (ii) a copy of any special or unanimous resolution passed by the Corporation;
 - (iii) copies of all legal agreements to which the Corporation is a party, including, without limitation, management contracts, insurance policies and leases;
 - (iv) a register of the members of the Board;

- (v) a register of Owners and the name and address of any Mortgagee or tenant;
 - (vi) the minutes of general meetings;
 - (vii) the minutes of Board meetings;
 - (viii) the annual budget for each fiscal year.
 - (h) cause minutes to be kept of its proceedings which shall, unless the Board otherwise decides, be kept by the Secretary;
 - (i) cause minutes to be kept of general meetings which shall, unless the Board otherwise decides, be kept by the Secretary;
 - (j) cause all monies constituting Capital Replacement Reserve Funds to be deposited in account(s) which do not contain funds which are not Capital Replacement Reserve Funds so that there is no commingling of mixed types of funds;
 - (k) cause to be assessed to each Owner in proper proportion his contribution towards Common Expenses and enforce payment of same, as more particularly set out in these by-laws;
 - (l) create and maintain by levies for Common Expenses a Capital Replacement Reserve Fund (as required by the Act) for the purpose of repair, replacement and refurbishment of the Common Property and any real or personal property owned by or registered in the name of the Corporation, with the Board applying (subject to compliance with the Act) such funds (whether all or a part) and the proceeds thereof from time to time as it determines for such purposes and the Board shall cause, from time to time as required by the Act, a qualified person to conduct a study of the Corporation's depreciating property and to issue a reserve fund report, and thereafter the Board shall adopt a reserve fund plan which shall be distributed to the Owners as and when required by the Act; and
 - (m) cause all obligations of the Corporation under the Act or these by-laws or otherwise to be observed and performed.
- B. All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had duly appointed or had duly continued in office.
- C. The Board may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit and it shall meet when any member of the Board gives to the other members of said Board not less than seven (7) days notice of a meeting proposed by him, specifying the reason for calling the meeting; provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;

- (b) appoint or employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management, maintenance and administration of the Common Property and Corporation property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a manager or professional management company for such purposes and upon such terms as the Board may from time to time decide, should the Board in its sole discretion deem this advisable;
- (e) establish a fiscal year for the Corporation and in the absence of such a resolution the fiscal year shall be the calendar year;
- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required under the Act or pursuant to these by-laws;
- (g) create and maintain by levies for Common Expenses reserves for future operational expenses as it determines from time to time.

9. **SIGNING AUTHORITIES**

The Board shall determine by resolution, from time to time, the office or officers who shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

10. **CORPORATE SEAL**

The Corporation shall have a common seal, which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board.

11. **EXTRAORDINARY GENERAL MEETING**

In addition to the mandatory annual general meeting, the Board may, whenever it thinks fit and shall upon a petition in writing made by persons entitled to vote representing at least twenty (20%) percent of the total Unit Factors for the Units, convene at extra-ordinary general meeting.

12. NOTICE OF MEETINGS

Seven (7) days notice of every general meeting, including an extraordinary general meeting, specifying the place, the date and the hour of the meeting and in case of special business, the general nature of that business, shall be given to all Owners and registered Mortgagees who have notified their interest to the Corporation, but accidental omission to give that notice to any Owner or to any registered Mortgagee or non-receipt of that notice by any Owner or any Mortgagee does not invalidate any proceedings at any such meeting. Notice to Owners shall be delivered by mail addressed to the Owner at the municipal address of his Unit or at the address specified by the Owner pursuant to By-law 32 (i). Notices to Mortgagees shall be mailed to their address, notice of which has been provided to the Corporation. Notice of any meeting may be waived by persons entitled to vote before, at or after the meeting, and a waiver shall cure any defect in the giving of or failure to give notice.

13. QUORUM REQUIRED

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 at the time when the meeting proceeds to business and one-quarter (1/4) of the persons entitled to vote, present in person or by proxy, constitutes a quorum.

14. ADJOURNMENT FOR LACK OF QUORUM

If within one-half (1/2) hour from the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present for the meeting, the persons entitled to vote, who are present, constitute a quorum.

15. ORDER OF BUSINESS

- A. The President shall act as Chairman of a general meeting and in his absence or disability, the Secretary or such other person as may be elected at the meeting.
- B. The order of business at annual general meetings and as far as practicable at all extraordinary meetings, shall be:
 - (a) call to order by the Chairman;
 - (b) calling of the roll and certifying of proxies;
 - (c) proof of notice of meeting or waiver of notice;
 - (d) reading and disposal of any unapproved minutes;
 - (e) reports of officers;
 - (f) financial report, including budget for the ensuing year;

- (g) election of members of the Board;
- (h) unfinished business;
- (i) new business; and
- (j) adjournment.

C. Subject to the provisions of the Act, all of the matters described in (B) above other than in (i) thereof shall be deemed ordinary business if transacted at an annual general meeting of the Corporation. All new business transacted at an annual general meeting and all business whatsoever that is transacted at an extraordinary general meeting shall be deemed special business.

16. SHOW OF HANDS

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 a person entitled to vote and present in person or by proxy and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on the show of hands been carried, is conclusive proof of the fact, without proof of the number or proportion of votes recorded in favor of or against such resolution. If a poll is demanded it may be withdrawn.

17. TAKING OF POLL

A poll, if demanded, shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

18. EQUALITY OF VOTES

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

19. NUMBER OF VOTES

On a show of hands, each person entitled to vote shall, subject to the provisions of the next following paragraph, have one (1) vote; on a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units represented by them. Except for those matters requiring a Special Resolution, all matters shall be determined by a simple majority vote.

20. MANNER OF VOTING

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

21. APPOINTMENT OF PROXY

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

22. RESTRICTIONS ON VOTING

There are not restrictions or limitations on the right to vote other than the following:

- (a) such restrictions (if any) as set out in the Act;
- (b) where an Owner's interest in a Unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation by the Mortgagee first entitled in priority, a power of voting conferred upon such Owner by the Act or by these by-laws may be exercised by that Mortgagee (and not the Owner) if that Mortgagee is present personally or by proxy; this provision shall apply only if Section 26 of the Act continues in force or if the said mortgage contains an assignment of the Owner's voting rights in favor of the Mortgagee;
- (c) no Owner and no Mortgagee shall be entitled to vote at any general meeting (annual or extraordinary) if on the day for exercising the power of voting, the Owner is more than thirty-one (31) days in arrears in sums payable to the Corporation in respect of his Unit or has remained in default for more than thirty-one (31) days of any other obligation owed to the Corporation in respect to his Unit or the Common Property;
- (d) a second or subsequent Mortgagee shall only be entitled to exercise the power of voting in the circumstances provided in the Act.

23. VOTE BY CO-OWNERS

Co-owners may vote by proxy jointly appointed by them and in the absence of such a proxy are entitled to one vote on a show of hands but any one co-owner may demand a poll and on any poll

each co-owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit.

24. **VOTE WHEN SUCCESSIVE INTERESTS**

Where Owners are entitled to a successive interests in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.

25. **VOTE OF TRUSTEE**

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

26. **AMENDMENT OF BY-LAWS**

The by-laws of the Corporation may be amended, repealed or replaced by a Special Resolution.

27. **VIOLATION OF BY-LAWS AND POWERS TO ENFORCE BY-LAWS**

- A. In addition to those remedies established by applicable legislation, any infraction or violation of or default under these by-laws or any rules and regulations established pursuant to these by-laws on the part of an Owner, his family, servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner, together with an administration fee equal to 15% of such costs, 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 rate so declared applicable by the Board for that year.
- B. The Corporation may recover from an Owner, by an action for debt in any court of competent jurisdiction, any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his family, servants, agents, licensees, invitees or tenants, which violates these by-laws or any rules or regulations established pursuant to these by-laws and there shall be added to any judgment all costs of such action, including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

28. ASSESSMENT FOR COMMON EXPENSES AND BUDGETS

- A. The Common Expenses of the Corporation shall, without limiting the generality hereof, include the following:
- (a) all levies or charges on account of garbage removal, electricity, water, gas and fuel services supplied to the Corporation and not charged directly to any one Owner;
 - (b) all the charges on account of lawn maintenance and landscaping and for ice, snow and debris clearance and removal from the Common Property not designated as a privacy area under By-law 36;
 - (c) all charges on account of maintenance of Common Property and those portions of each Unit for which the Corporation is responsible under these by-laws;
 - (d) all insurance costs in respect of the insurance for which the Corporation is responsible under these by-laws or the Act;
 - (e) all costs and charges for all manner of consultation, professional services and assistance required by the Corporation, including, but without limiting the generality of the foregoing, all legal, accounting and appraisal fees and disbursements, management fees, wages, salaries and other expenses payable to or on account of employees of the Corporation;
 - (f) all reserves for repairs and replacement of Common Property and portions of Units or Buildings, the repair or replacement of which is the responsibility of the Corporation;
 - (g) the cost of borrowing money for purpose of carrying out the objects and duties of the Corporation and the Board; and
 - (h) any taxes payable by the Corporation in connection with the foregoing on in performing its obligations under the Act or by by-laws.
- B. At least fifteen (15) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner, at the municipal address of his Unit or that address the Owner has designated to the Corporation for service:
- (a) a copy of the budget for the ensuing fiscal year; and
 - (b) a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors as shown on the Condominium Plan.
- C. The budget shall set out by categories, an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
- D. The Common Expenses set forth in each assessment shall be payable to the Corporation or to any other persons, firm or corporation to whom the Corporation shall direct payment to be made, from time to time, in twelve (12) equal and consecutive monthly instalments, payable in advance, on the first day of each month, the first instalment to be

made on the first day of the month immediately following receipt of such notice of assessment.

- E. All payments of whatsoever nature, required to be made by each owner and not paid within ten (10) days, from the date due for payment, shall bear interest at the rate so declared applicable by the Board for that year from the date when due until paid. All payments on account shall first be applied to interest and then to the assessment payment first due. If the Board shall fail to set an interest rate for any year as provided under these by-laws, then the interest on any monies due to be paid to the Corporation under these by-laws shall be deemed to have been set at the rate of five (5%) percent per annum added to the prime rate of the Royal Bank of Canada, and interest shall be payable on such monies in arrears at such rate compounded monthly, calculated from the due date until payment is made; provided, however, the said deemed interest rate or any interest rate set by the Board shall not exceed the maximum rate permitted under the regulations to the Act.
- F. Within thirty (30) days following written application by the Owner, the Corporation shall furnish to the Owner a statement setting forth, as of that date, the amount of any unpaid assessments then due from such Owner.
- G. The Common Expenses shall be paid by the Unit Owners in the same proportion as the Unit Factor relates to the total Unit Factors unless otherwise agreed to in writing between the Corporation and individual Owner.
- H. The omission by the Board or the Manager, before the expiration of any fiscal year, to fix the assessments hereunder for that or for the next fiscal year, shall not be deemed a waiver or modification in any respect of the provisions of these by-laws or release of the Owner or Owners from their obligations to pay the assessments or any instalments thereof for that or any subsequent fiscal year, but the assessment fixed for the preceding year shall continue until the new assessment is levied. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.

29. SPECIAL ASSESSMENTS

If at any time it appears that the annual assessment or contribution towards the Common Expenses will be insufficient to meet the Common Expenses, the Board may assess, in accordance with the formula established in By-law 28 and collect a special contribution or contributions against each Unit 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. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid, shall bear interest at the rate so set by the Board for that year.

30. DEFAULT IN PAYMENT OF ASSESSMENTS

- A. The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, instalment or payment (including interest on arrears) due to the Corporation in respect of his Unit, which lien shall be a first, paramount lien against such estate or interest subject only to the rights and priorities of the Mortgagee under any mortgage registered against such Unit prior to the date that the assessment, instalment or payment fell due and the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit title or interest of such Owner but subject also to the provisions of the Act, and The Land Titles Act of Alberta. The Corporation shall have the right to file a caveat against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, instalment or payment and for any accelerated instalment as hereinbefore provided for and for so often as there shall be any such unpaid or accelerated assessment, instalment or payment; provided that each such caveat shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid assessment, instalment or payment which is in arrears for more than thirty (30) days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof and all accelerated instalments providing for their payment on demand with interest thereon at the rate established from time to time by the Board calculated from the due date of the same and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.
- B. Any other Owner or person, firm or corporation whatsoever may pay any unpaid 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 being made, such party, person, firm or corporation shall have a first, paramount lien, subject to the estates or interest hereinbefore mentioned and shall be entitled to enforce his lien thereby created in accordance with the other terms and conditions of this provision.
- C. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgement therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same.

31. ESTOPPEL CERTIFICATE

Any certificates as to an Owner's position with regard to expense assessments or otherwise, issued by an officer of the Corporation or the managing agent, 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 Unit Owner, but this shall not prevent the enforcement against the Unit Owner obligated to pay the said expense, of all obligations of the said Unit Owner, whether improperly stated in such estoppel certificate or not.

32. LEASING OF UNITS

An Owner shall not lease or grant possession of his Unit to any tenant or occupier, unless subject to the provisions of the Act:

- (i) he has given written notice to the Corporation of his intention to rent the Unit setting forth:
 - (a) the address at which he may be served with a notice given by the Corporation; and
 - (b) the amount of the rent to be charged for the Unit;
- (ii) it is a condition of the tenancy that the persons residing in the Unit shall not cause damage to the real or personal property of the Corporation or the Common Property or contravene the by-laws;
- (iii) he gives the Corporation written notice of the name of the tenant residing in the Unit within twenty (20) days from the commencement of the tenancy;
- (iv) he pays to and maintains with the Corporation a deposit in such reasonable amount as the Corporation may determine, not in excess of the maximum permitted under the Act, which deposit the Corporation may use for the repair or replacement of the real and personal property of the Corporation and the Common Property and the maintenance, repair and replacement of exclusive use areas, if such property is damaged, destroyed, lost or removed by the tenant;
- (v) within fifteen (15) days of receipt of an itemized account of the maintenance, repairs or replacement carried out by the Corporation and upon the request of the Corporation, he pays to the Corporation the amount or amounts required to replenish the deposit;
- (vi) he gives the Corporation written notice within twenty (20) days of ceasing to rent his Unit that the Unit is no longer rented.

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

33. SEVERABILITY

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

34. EXCLUSIVE USE

The Corporation shall grant to the Owner of each Unit one parking stall within the Common Property as designated by the Board for the exclusive use of said Unit at a nominal rental rate of ONE (\$1.00) Dollar per year for a term of one hundred (100) years calculated from the date of registration of the Condominium Plan and shall not be cancelable without the unanimous consent of the Owners.

35. PARKING AREAS

The maintenance of the parking area shall be the responsibility of the Corporation, but otherwise said area shall be used exclusively by the Unit Owner to whom it is leased for the purpose of parking a private motor vehicle and shall not be used for storage or any other purpose unless said use is first approved, in writing, by the Board.

36. BALCONY

In the event that a balcony abuts a Unit, the Board shall designate the balcony as an exclusive use area for the benefit of the Owner of that Unit to which it is affixed

37. OPERATIONAL RULES AND REGULATIONS

An Owner shall not:

- (a) use his Unit or the Common Property or any part thereof which may be illegal, or injurious to the reputation of the Corporation, or that will cause hazard to any occupier of a Unit or user of the Common Property;
- (b) use or permit the use of any janitorial service for his Unit except as authorized by the Corporation;
- (c) make or permit noise or smells in or about any Unit or the Common Property which in the reasonable opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner. No instrument or other device shall be used within a Unit which, in the opinion of the Board, causes a disturbance or interferes with the use of other Units;

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- (d) do anything or permit anything to be done in his Unit or the Common Property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto;
- (e) do anything or permit anything to be done either in the Unit or on the Common Property that is contrary to any statute, ordinance, by-law or regulation of any government authority, whether federal, provincial or municipal;
- (f) hang or affix or otherwise allow to be visible from the outside for his Unit, any window coverings which are not beige or white in colour;
- (g) deposit refuse and garbage in accordance with the directions of the Board, and in enclosures designated by the Board;
- (h) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or in or about any Unit in any manner which may make the same visible from the outside of the Unit, without the prior approval of the Board;
- (i)
 - (i) use any part of the Common Property other than a parking area designated under By-law 35 for the parking of any motor vehicle except in accordance with the permission in writing from the Board;
 - (ii) allow any vehicles, motorized or otherwise to be parked other than in an area designated by the Board;
 - (iii) keep on the Common Property any private passenger automobile which is not being used from day to day;
- (j) obstruct or permit any walkways, passage or driveways or parking areas to be obstructed by the actions of his tenants, employees or invitees;
- (k) allow his Unit, designated parking area or balcony area assigned to him to become unsanitary or unsightly in appearance;
- (l) make or cause to be made any mechanical or structural alteration or addition to his Unit without first having the design and specification of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof together with administration fee equal to 15% of such costs shall forthwith be paid by such Owner to the Corporation and shall bear interest at the rate set by the Board from the time such costs are incurred until paid;
- (m) do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the Corporation;
- (n) allow any person under the age of sixteen years to reside upon his Unit for more than three (3) consecutive weeks or for more than forty (40) days in a calendar year;

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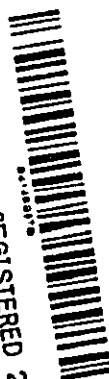
- (o) keep any animals, birds, or reptiles in his Unit or on the Common Property other than domestic dog(s) or domestic cat(s) provided that such pets shall at all times be carried while on the Common Property;
- (p) place, erect or affix a satellite dish, antenna or other device to the exterior of the Unit or Building or on the Common Property;
- (q) allow his Unit to be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit, and without limiting the generality of the foregoing, no Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and if given, be withdrawn at any time on thirty (30) days notice. In the event the Board grants such approval, it shall be the responsibility of the Owner or occupier of the Unit, as the case may be, to ensure that compliance has been met with all rules, regulations, by-laws as well as any government regulations and statutes that apply in the circumstances;
- (r) allow any articles belonging to their household, other than patio furniture and other articles appropriately kept on the deck or balcony to their respective Units, to be kept anywhere except in their respective Units when not in actual use;
- (s) allow any laundry to be hung outside any Unit;
- (t) allow any more than two of his guests at a time to use the pool of the surrounding area located upon the Common Property.

38. ADDITIONAL RULES

- A. No motor vehicle other than a private passenger automobile shall be parked in any parking space within the Common Property.
- B. No motor vehicles, house trailer, tent trailer, boat trailer or other trailer, camper truck, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked or stored on any part of the Common Property.
- C. No repairs or adjustments to any motor vehicles, house trailer, tent trailer, boat trailer or other trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind may be carried out on the Common Property.
- D. No building or structure or tent shall be erected, and no trailer either with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained on the Common Property, except only by the Corporation.
- E. No bicycles shall be brought into, through or permitted at any time in the entrance, lobby, stairway, corridors or any other Common Property area of the Building(s).

39. NOTICES

- A. Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served, pursuant to the provisions of the Act:
- (a) upon the Corporation, if delivered by hand to the office of the Manager of the Corporation (if any) or to any member of the Board or if mailed by registered mail to the Corporation at its address for service shown on the Condominium Plan, or if a change of address for service has been filed, at the address shown on the most recent notice of change of address for service filed at the Land Titles Office;
 - (b) upon an Owner, by delivery by hand to the Owner (and if there is more than one Owner then to any one of such Owners) or by registered mail addressed to the Owner at the municipal address of his Unit or at the address specified by the Owner pursuant to By-law 32 (i) hereof as the case may be;
 - (c) upon a Mortgage of a Unit by delivery by hand to the Mortgagee (or if a corporation, to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Mortgagee at the municipal address of such Mortgagee notified to the Corporation; provided however that any notice providing for or contemplating any meeting or any acts or steps that would if approved or taken involve or include amendments to these by-laws or the winding up of the Corporation shall be given by prepaid registered mail addressed to the Mortgagee as aforesaid at least twenty-one (21) days prior to said meeting, acts or steps;
 - (d) upon a tenant, by delivery by hand to the tenant or, where the tenant cannot be served personally by reason of his absence from the premises or by reason of his evading service, by giving it to any adult who apparently resides with the tenant, by posting it up in a conspicuous place upon some part of the premises, or by sending it by registered mail to the tenant at the address where he resides;
 - (e) any notice of default sent to an Owner shall also be sent to all those Mortgagees holding registered mortgages of such Owner's Unit who have notified the Corporation of their interest.
- B. The Corporation may change its address for service by resolution of the Board and by giving notice to each Owner in writing in the manner aforesaid and causing the change in address to be recorded at the Land Titles Office. A Mortgagee of a Unit may change its address for service by giving notice in writing of the change to the Corporation in manner aforesaid. Any notices, demands or request served by mail as aforesaid shall be deemed to have been received forty-eight (48) hours after the time of mailing; provided, that if there shall be an interruption of mail service the notice shall be delivered by hand during normal business hours.



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