

BY-LAWS OF CONDOMINIUM CORPORATION NO. 021 2098

SUMMARY OF CONTENTS

In total Substitution and Replacement for All the By-laws in Appendix I of the *Condominium Property Act*

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NOTE: These By-laws have been passed by Condominium Corporation No. 021 2098 for the purpose of repealing, replacing and substituting the By-laws set out in Appendix 1 of the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000 and amendments thereto.

1 DEFINITIONS AND INTERPRETATION

1. In these By-laws unless the context or subject matter requires a different meaning:

- (a) “Act” means the *Condominium Property Act*, Revised Statutes of Alberta, 2000 Chapter C-22, and, where the context so requires, the Regulation, as amended from time to time, or any statute or statutes or Regulation or Regulations passed in substitution therefor or amendment thereof;
- (b) “Board” means the Board of Directors of the Corporation;
- (c) “Boarder” means a person to whom room and board is regularly supplied for consideration;
- (d) “Building” means the building or buildings constructed upon or to be constructed upon the Parcel as shown on a Condominium Plan;
- (e) “By-laws” means the registered By-laws of the Corporation, as amended from time to time;
- (f) “Common Expense(s)” means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-laws;
- (g) “Common Property” means so much of the Parcel which is designated as Common Property on the Condominium Plan and all of the Parcel that is not comprised in or does not form part of a Unit and shall be deemed to include the Managed Property. All windows and doors that are located on the exterior walls of the Building, including the glazing, the window frame, the window assembly components, the window casing, trim and mouldings and the door frame, door assembly components, door casing, trim and mouldings of such exterior doors and windows are part of the Common Property;
- (h) “Common Property Unit” means any Unit shown on a Condominium Plan that is not a Residential Unit nor a Parking Unit;
- (i) “Condominium Plan” means the Bare Land Condominium Plan registered at the Land Titles Office under the Act as No. 021 2098 and includes any plan of redivision of a Unit of the Bare Land Condominium Plan;
- (j) “Corporation” means the condominium corporation constituted under the Act by the registration of the Condominium Plan whose legal name is “Condominium Corporation No. 021 2098”;
- (k) “Insurance Trustee” means an entity authorized to carry on the business of a trust company under the laws of Alberta, selected from time to time on Ordinary Resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these by laws and the Act. If no Insurance Trustee is appointed then the Insurance Trustee is the Board;
- (l) “Interest Rate” means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate in Lethbridge of the Canadian chartered bank with which the Corporation conducts its banking business at that time plus Six (6%) percent PROVIDED THAT such Interest Rate shall not exceed Eighteen (18%) percent per annum or such greater or lesser rate established, from time to time, by the Regulation, on the earliest date on which any portion of the said monies becomes due and payable by an Owner;

- (m) “Managed Property” means all those parts of the Units including the portions of the buildings thereon which, pursuant to these By-laws, the Corporation is required to administer, control, manage, maintain, repair and replace as if the same were traditional or conventional Common Property;
- (n) “Manager” means the professional property manager contractually appointed by the Board to manage the day-to-day business of the Corporation;
- (o) “Occupant” or “Tenant” means a person present in or a person in possession of a Unit or of the real property of the Corporation or the Common Property or a Common Property Unit with the permission of an Owner or the Corporation, as the case may be, whether or not the Occupant or Tenant is an Owner, and includes all family members, invitees, licensees, servants, customers and guests of such Occupant or Tenant;
- (p) “Ordinary Resolution” means:
 - (i) a resolution passed at a properly convened meeting of the Corporation by a majority of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these By-laws; or
 - (ii) a written resolution, signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws and representing more than 50% of the total Unit Factors for all of the Units;
- (q) “Owner” means a person who is registered as the Owner of the fee simple estate in a Unit, and where the term “Owner” is used in By-law 61, that term includes a Tenant or an Occupant;
- (r) “Parcel” means the land comprised in the Bare Land Condominium Plan;
- (s) “Parking Unit(s)” means a Unit shown on a Condominium Plan to be used only for the parking of private motor vehicles and bicycles or otherwise as provided herein;
- (t) “Privacy Area(s)” means those areas, being part of a Common Property Unit, which comprise either a balcony or a ground level patio immediately adjacent and attached to each Unit and a basement level storage locker designated by the Board for the exclusive use of an Owner pursuant to By-law 66(h) and By-law 5757, and any other portion of the Managed Property or a Common Property Unit as may be designated by the Corporation for the exclusive use of any Owner pursuant to By-law 66(h);
- (u) “Project” means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units, the Managed Property and the Common Property Units;
- (v) “Residential Unit(s)” means a Unit which is used or intended to be used for residential purposes;
- (w) “Roomer” means a person to whom room and board is regularly supplied for consideration;
- (x) “Single Family Dwelling” means a Unit occupied or intended to be occupied as a residence by one family alone and containing no more than one kitchen and in which no roomers or boarders are allowed;
- (y) “Special Resolution” means a resolution:
 - (i) passed at a properly convened meeting of the Corporation, by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or

these By-laws and representing not less than 75% of the total Unit Factors for all the Units excluding those owned by the Corporation; or

- (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these By-laws and representing not less than 75% of the total Unit Factors for all the Units excluding those owned by the Corporation;
- (z) “Unit” means
 - (i) in the case of a building, a space that is situated within a building and described as a Unit in a Condominium Plan by reference to floors, walls and ceilings within the Building including, without restricting the generality of the foregoing, a Residential Unit, a Parking Unit and a Common Property Unit. All doors of a Unit are part of that Unit if the Unit is a Residential Unit as defined in these By-laws or the Act.
 - (ii) in the case other than that of a building, an area described as a Unit in the Bare Land Condominium Plan by reference to boundaries governed by monuments placed or to be placed pursuant to the provisions of the *Surveys Act* respecting subdivision surveys; and
 - (iii) in the case of a redivision plan includes a space that is situated within a building and the area outside the building and described as a Unit in a Condominium Plan.
- (aa) “Unit Factor” means the Unit Factor for each Unit as more particularly specified or apportioned on a Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws and other expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them in the *Land Titles Act* of Alberta or the *Law of Property Act* of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations, and vice versa, where the context so requires.

2 MISCELLANEOUS PROVISIONS

- (a) The headings used throughout these By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any By-law;
- (b) The rights and obligations given or imposed on the Corporation or the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;
- (c) If there is any conflict between the By-laws and the Act or the regulations, the Act or the regulations, as the case may be, prevail;
- (d) Subject to the regulations, the Board may, by resolution, make, amend or repeal rules respecting procedures used in the administration of the Corporation or the real and personal property of the Corporation, the common property and managed property. If a rule or a proposed rule is inconsistent with the Act, the regulations, or the By-laws, the Act, the regulations or the By-laws, as the case may be, prevail.
- (e) The provisions of these By-laws shall be deemed independent and severable and the invalidity, in whole or in part, of any By-law, section, part or provision herein, shall not affect the validity of the whole or remaining sections, parts or provisions herein contained, which shall continue in full force and effect as if the invalid portion had never been included herein;

(f) If and whenever reference hereunder is made to “repair”, it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for anything to which such repair could be made.

3. DUTIES OF THE OWNERS

3. An Owner shall:

- (a) permit the Corporation and its agents, at all reasonable times, on a minimum of twenty-four (24) hours written notice (except in case of emergency when no notice is required), to enter his Unit for the purpose of:
 - (i) inspecting the Unit and maintaining, repairing, restoring, renewing, operating the Common Property Units or Managed Property to ensure the operation of the Common Property Units and the Managed Property, including all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities and capable of being used in connection with the enjoyment of any Unit or the Common Property Units or Managed Property; or
 - (ii) for the purpose of maintaining, repairing, replacing, restoring or renewing party walls; or
 - (iii) ensuring that the By-laws are being observed; or
 - (iv) doing any maintenance and repair work for the benefit of the Corporation generally; or
 - (v) monitoring the use of any utilities.

The written notice must state the reason for the entry and name both a date and time of entry that complies with section 24(7) of the Act. In the event the Corporation must gain access to a Unit for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner.

- (b) forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (c) duly and properly clean, wash, repair, maintain and, when required, replace:
 - (i) the interior of his Unit and all windows, including the glazing, the window frame and the window assembly components and the window casing, trim or moldings, if any, that are located on the interior walls of his Unit and all improvements, betterments and additions;
 - (ii) the interior casing, trim and moldings of all windows that are located on the exterior walls of his Unit (which includes sliding glass doors);
 - (iii) the doors (including the doorframes, the door assembly components, the door casing, trim and moldings and all hardware and locks relating to such doors) that are located on the interior walls of his Unit;
 - (iv) any interior casing, trim and moldings of all doors that are located on the exterior walls of his Unit which provide the means of ingress to and egress from a Unit, excluding always the painting, staining or similar refurbishment of the exterior finishing of such access doors;

- (v) any screen or storm doors and all components thereof affixed to his Unit with the prior written consent of the Board;
- (vi) any doorbell buttons;
- (vii) all light fixtures (and their bulbs) attached to the exterior of his Unit including any balcony or patio light and light fixture, subject to the Corporation approving any repainting, maintenance or replacement thereof;
- (viii) any self-contained heating, ventilation, and/or air conditioning/cooling systems, including all related componentry that is entirely located in his Unit or on his Privacy Area, but excluding any portions of such systems located on the Common Property. For the purpose of this section, Owners are responsible for air conditioner cooling fan coil units only, but not roof mounted condensing units;
- (ix) and keep in a neat, clean and tidy state and appearance all Privacy Areas which are located on or which comprise any part of the Common Property or Managed Property to which the Owner has been granted exclusive use pursuant to By-law 5 or By-Law 58, including any plants, trees, bushes or other landscaping or decoration therein, and if the Owner shall not maintain his Unit and Privacy Areas to a standard similar to that of the remaining Managed Property or Common Property, the Corporation may give ten (10) days' notice to the Owner to that effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of By-law 56 shall apply;

and keep his Unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these By-Laws;

- (d) in applying any window coverings, install, at his own expense, and from time to time properly maintain only fitting drapes or blinds which drapes or blinds or the linings thereof shall be white or a pastel shade where visible from the outdoors and such drapes or blinds shall be of such material and constitution so as not to impair the operation of the heating and any air conditioning systems and shall not place foil, opaque materials, political signs, "For Sale" signs or advertising notices in or on any window without the express written consent of the Board first had and obtained;
- (e) remove dirt and debris from his balcony or patio Privacy Area;
- (f) not, without first obtaining the written consent of the Corporation, permanently place, install or affix any mats, carpets or similar coverings on his balcony PROVIDED THAT any Board approved jardinieres or similar plant pots shall be placed upon cushions or support devices to protect against damage to any balcony patio or its membrane;
- (g) except as otherwise specifically permitted herein, not do any act or permit any act to be done or alter or permit to be altered, his Unit or permit anything to be done that may cause damage to or that will alter the appearance of the Common Property or Managed Property (including any Privacy Area to which the Owner has been granted exclusive use) and not make any repairs, additions or alterations to the exterior of the Building (including the structure and all interior and exterior load bearing and partition walls) of which his Unit forms a part or to the plumbing, mechanical or electrical systems within the Building or his Unit and without first obtaining the written consent of the Corporation therefore and the Owner shall be responsible for the maintenance and repair of any such changes or additions to the original construction made by the Owner with the consent of the Corporation;

- (h) use and enjoy a Common Property Unit in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors and to be respectful and courteous to and respect the rights of such other Owners, their families and visitors;
- (i) not use his Unit or permit it to be used in any manner or for any purpose which may be illegal, injurious or that will cause a nuisance or a hazard to any Occupant of another Unit (whether an Owner or not) or the family of such Occupant;
- (j) not permit any person (including any individual, firm or corporation) to use or occupy a Parking Unit or parking stall (whether under a lease, licence or otherwise howsoever), unless such person is the lawful Occupant of a Residential Unit, or unless such person is using or occupying the Parking Unit as a visitor with the consent of the Board of Directors of the Condominium Corporation;
- (k) not sell or otherwise divest himself of the fee simple interest in a Parking Unit except to an Owner of the fee simple interest in a Residential Unit in the Project or to the Condominium Corporation to be used for resident or visitor parking;
- (l) not sell or otherwise dispose of a Residential Unit, unless the sale or disposition includes a transfer of title to any Parking Unit owned by such Owner;
- (m) not mortgage or otherwise encumber the Residential Unit, unless such mortgage or other encumbrance is also secured against every Parking Unit owned by the Owner, such that, in the event the mortgagee or encumbrancee elects to realize on its security and effects a sale or other disposition of or foreclosure on the Residential Unit, such sale or other disposition shall include the sale or similar disposition of the Parking Unit with the Residential Unit or Future Residential Unit;
- (n) not sell, partition or otherwise divide any interest in a Parking Unit so as to diminish its size;
- (o) notify the Corporation forthwith upon any change of Ownership or of any mortgage, builders lien, caveat, encumbrance, lease or other dealing in connection with his Unit;
- (p) comply strictly with these By-laws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to his Unit to similarly comply;
- (q) pay to the Corporation (or if requested to the Manager), when due, all contributions levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date;
- (r) deposit with the Corporation, if requested, twelve (12) duly executed, postdated cheques for duly assessed condominium contributions;
- (s) upon the request of the Corporation, obtain from the Tenant an undertaking in writing to the following effect:

“covenant and agree that I, the members of my household and my guests from time to time will, in using the Unit rented by me, any Privacy Areas related to the Unit and all Managed Property and Common Property Units, comply with the Condominium Property Act, the By-laws, and all Rules and Regulations of the Condominium Corporation during the term of my tenancy.”
- (t) not retain title to a Parking Unit if he ceases to be an Owner of a Residential Unit;

- (u) not smoke anywhere on the common property belonging to the Corporation, or allow his guests, tenants, visitors and invitees to smoke on the common property, with the exception of balconies or patios designated for the exclusive use of that unit owner, provided it does not, in the opinion of the board, unreasonably interfere with the use or enjoyment of balconies or patios by other owners or occupants;
- (v) not smoke or grow marijuana plants anywhere on common property;
- (w) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them, in writing, placed in an envelope delivered to a Board Member or the Corporation office. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Board;

4. RESTRICTIVE COVENANT

4. In this section, the following terms are defined as follows:

- (a) “Occupied” or “occupation” means a regular and ordinary presence in the Unit whether or not person is frequently absent by reason of employment or ill health. A person shall be deemed to be occupying if he or she is in occupation of the Unit for sixty (60) days or more in any one calendar year and/or ten (10) days in a calendar month. (Upon request by a resident, the Board may grant, in writing, an extension to the 10-day provision of this bylaw.)
- (b) “Spouse” means a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married.
- (c) An Owner shall not allow his Unit to be occupied by a person who has not attained his or her 55th birthday, it being acknowledged and agreed by the Owners that the Parcel has been designated as an adult residential complex for use and enjoyment by residents and Occupants over the age of 55 years of age, unless:
 - (i) that person lives with his or her spouse who has attained his or her 55th birthday, or if that person has been predeceased by a spouse who had attained his or her 55th birthday, if in either case the spouse is or was an occupant of a Unit;
 - (ii) that person, who may not have attained his or her 55th birthday, but who has nonetheless attained his or her 40th birthday, and the provisions of section 4.2(1) of the *Alberta Human Rights Act*, RSA 2000, c A-25.5, as amended from time to time, or any statute or statutes or Regulation or Regulations passed in substitution thereof or amendment thereof, apply to that person to allow him or her to occupy a Unit in accordance with the any provisions of any predecessor of these By-laws respecting the minimum age for occupancy that were in existence before January 1, 2018; or
 - (iii) that person provides daily care to a member of his or her immediate family (mother, father, sister or brother) who has attained his or her 55th birthday, or who occupies a Unit in accordance with Article 4(c)(ii) hereof, and is incapacitated to the extent that they cannot live alone without the care provided by that person (provided that only one such caregiver shall occupy a Unit at any particular time).
- (d) Article 4(c)(ii) of these By-laws shall be deemed to have been repealed on December 31, 2032.

5. DUTIES OF THE CORPORATION

5. In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board, SHALL.

- (a) do all things required of it by the Act, these By-laws and any other rules and regulations in force from time to time;
- (b) control, manage, maintain, repair, replace and administer the Managed Property and the Common Property Units (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (c) maintain and repair (including replacement where reasonably necessary) the elevators (including shafts, pits and the elevator machinery room), automatic garage door, the security system, annunciator panel, telephone room, pipes, wires, cables, ducts, conduits, balcony or patio located gas lines and outlets, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of one or more Units, the Common Property or the Common Property Units;
- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-laws and enter into insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner, purchaser or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or registered mortgagee of a Unit, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof within the times specified in the Act;
- (e) subject to any obligations imposed by these By-Laws or by the Corporation upon any Owner to care for and maintain any part of Managed Property, Common Property Units, a Parking Unit or a Unit or Privacy Areas to which such Owner has been granted exclusive use, the Corporation shall maintain and repair:
 - (i) the exterior or outside surfaces of the buildings comprising the Units, including without limiting the generality of the foregoing, foundations, roofing materials and exteriors of roofs, eavestroughs, exterior drains, exterior beams and trim of exterior access doors);
 - (ii) any leakage around windows;
 - (iii) roof mounted air conditioner condensing units;
 - (iv) all other outside accoutrements affecting the appearance, useability, value or safety of the Parcel or the buildings and the structural maintenance of all Privacy Areas including any balcony or patio, the parking areas, the entrance areas, landings and steps, private and common walkways, and maintain and repair all fencing, railings and posts and retaining walls, including any fencing, railings or posts bordering any Privacy Areas and all utilities within, on, in, under or running through the Units, the Common Property Units and Managed Property, including the underground sprinkler system PROVIDED THAT the general cleaning, care and maintenance of any Parking Unit or Privacy Area assigned to an Owner shall be the prime responsibility of the Owner of the Parking Unit or the Owner to which such Privacy Area has been assigned.

More particularly, the Corporation shall maintain, repair and, when required, replace all doors and windows that are located on the exterior walls of the buildings, including the glazing, frame, seals, caulking, sash, sills, assembly components, exterior casing, trim and mouldings of such windows and the frame, assembly components, exterior casing, trim and mouldings and exterior finishing of such doors. Owners are responsible for the cost of any broken doors, window operating mechanisms or window glass;

- (f) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act* within the times required by the Act;
- (g) conduct or cause to be conducted and prepared a reserve fund study, a reserve fund report and, by and under a reserve fund plan, establish and maintain from funds levied by the Corporation under Section 39(1)(a) of the Act or under Section 39.1 of the Act, such amounts as the Board may, considering the requirements of the Act and the Regulation, determine from time to time to be fair and prudent for a capital replacement reserve fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation and the Common Property Units and Managed Property where the repair or replacement is of a nature that does not normally occur annually; and:
 - (i) Such funds shall be kept in a separate trust account registered in the name of the Corporation and shall not be commingled with any other funds of the Corporation or any other condominium corporation;
 - (ii) Monies shall not be taken from a capital replacement reserve fund for the purposes of making capital improvements or additions not contemplated or provided for in a reserve fund study or report unless such improvements or additions are authorized by Special Resolution or are necessary to maintain property referred to in subsection (g) above to comply with health, building and maintenance and occupancy standards as required by law and then only if there are sufficient funds remaining in the fund to meet the requirements of subsection (g) above;
 - (iii) The capital replacement reserve fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;
 - (iv) the Corporation shall continue to maintain the funding of its capital replacement reserve fund at an amount sufficient and appropriate enough to meet its legal obligations;
 - (v) The Corporation shall, for each fiscal year ending after September 1, 2002, prepare an annual report of the capital replacement reserve fund in accordance with the Regulation. The annual report shall set out: the amount of the reserve fund as of the last day of the immediately preceding fiscal year, all payments made into and out of the reserve fund for that year and the sources and uses of those payments, a list of the depreciating property that was repaired or replaced during the year and the costs incurred in respect of the repair or replacement of that property, the amount of the reserve fund projected for the current fiscal year, total payments by ordinary or special resolutions into, and payments out of, the reserve fund for the current fiscal year, and a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;
 - (vi) The Corporation shall carry out a new reserve fund study, prepare a new reserve fund report and approve a new reserve fund plan every five (5) years or at such other intervals as prescribed in the Regulation;
 - (vii) Within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit provide to the person making the request a copy of the most recent reserve fund report, reserve fund plan or annual report;

- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Project, the Corporation and the Owners as may seem justifiable to the Board in the management or administration of the entire Project;
- (i) remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of a Common Property Unit designated for vehicular or pedestrian traffic or parking excepting balcony and patio Privacy Areas, and keep and maintain in good order and condition the ground floor entrance, security control areas, lobbies, vestibules, foyers and fire annunciator panels, storage and janitorial equipment spaces, mail area, mechanical and electrical rooms, storage rooms, water meter and sprinkler system rooms, compactor garbage room and garbage enclosure, office, guest rooms committee meeting room, conservatory, great room, pool areas, kitchen equipped with refrigerator, stove, dishwasher cabinets, common washrooms, hallways, corridors, stairs and stairwells and related equipment and facilities and all grassed or landscaped areas of a Common Property Unit PROVIDED THAT the general cleaning and maintenance of any Parking Unit (and attached storage locker) or Privacy Area designated to an Owner under By-law 6 or By-law 57 shall be the prime responsibility of the registered Owner or the Owner to whom such Privacy Area has been assigned as the case may be;
- (j) provide one or more garbage chutes and garbage containers on the Managed Property or the Common Property Unit for use by all the Owners and provide for regular collection therefrom;
- (k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- (l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement, restrictive covenant, caveat or similar grant to any utility company, municipality or local authority and comply with the terms of any restrictive covenants, utility rights-of-way or easements, grants or other interests applicable to the Parcel and registered against any Unit title;
- (m) designate and maintain parking stalls on the Common Property or the Common Property Units for handicapped and visitor automobile parking;
- (n) establish and maintain hard surfacing on all areas of the Parcel designated for vehicular traffic or outside parking and maintain any other property adjacent or related to the Parcel as designated by the City of Lethbridge for maintenance by the Corporation, either alone or jointly with others;
- (o) repair, replace and maintain party walls separating Units unless the reason or cause for such repair, replacement or maintenance is the negligent act or omission of an Owner.
- (p) Subject to the regulations, from funds levied under Section 39(1)(a) or (b) of the Act, establish and maintain an operating account to be used to provide sufficient funds for the control, management and administration of the real and personal property of the Corporation, the common property and managed property, and the payment of any other obligations of the corporation, that are not required to be paid out of the reserve fund.

6 POWERS OF THE CORPORATION

- 6. In addition to the powers of the Corporation set forth in the Act, the Corporation, through its Board, MAY and is hereby authorized to:
 - (a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation, the Managed Property or a Common Property Unit, or the Units or

any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation;

- (b) acquire Parking Units for resale when the Owner thereof ceases to be an Owner of a Residential Unit;
- (c) borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing in excess of 15% of the current year's Common Expenses budget has been approved by Special Resolution.
- (d) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage or any property vested in it, or by any combination of those means;
- (e) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act or in the regulations;
- (f) make such policy statements and rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Managed Property or a Common Property Unit and those policy statements and rules and regulations shall have the same force and effect as any By-law once the Board has given written notice to all Owners and Occupants through such means as the Board deems proper; and do all things reasonably necessary for the enforcement of these By-laws and for the control, management and administration of that property generally, including the commencement of an action under Section 36 of the Act or otherwise and all subsequent proceedings relating thereto;
- (g) make an agreement with an Owner, Tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof;
- (h) designate to each Residential Unit the right to exclusive use and enjoyment of the balcony or ground level patio attached to the Residential Unit and if the Owner owns a Parking Unit in the basement which does not have a basement level storage locker, a basement level storage locker;
- (i) generally assign (including a lease under Section 50 of the Act) or designate to an Owner Privacy Areas and the right to exclusive use and enjoyment of part of the Common Property Units and the Managed Property or grant special privileges in respect thereof, for such consideration and on such terms and conditions as it deems requisite, and, except for the provisions of these By-laws relating to the Privacy Areas assigned to each Unit, any such grant to be terminable on such reasonable notice or as may be determined by the Board, unless the Corporation by Special Resolution otherwise resolves, and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner; PROVIDED THAT such assignment, designation or grant shall be available for the benefit only of Owners, purchasers, Tenants and other lawful Occupants of such Unit;
- (j) determine from time to time the amount of money to be raised and collected for the purposes hereinbefore mentioned;
- (k) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (l) charge interest under Section 40 of the Act on any arrears contribution towards Common Expenses or other sums owing to it by an Owner at the Interest Rate;
- (m) pay an honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting;

- (n) join any organization serving the general interests of the Corporation and assess the membership fee in the organization as part of Common Expenses;
- (o) purchase, acquire, own and operate real property for the general use or benefit of some or all of the Owners, and acquire and grant (as the case may be) rights to joint access or mutual use (including entering into and observing and performing any agreement for joint or mutual administration and management thereof) to shared services or facilities; and
- (p) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the By-laws.
- (q) subject to any limitations and prohibitions contained in the Act, these By-laws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the Business Corporations Act of Alberta (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person. .
(Amendment # 11 – this clause was removed entirely)

7 THE CORPORATION AND THE BOARD

- 7. The powers and duties of the Corporation shall, subject to any valid restriction imposed or direction' given at a general meeting, be exercised and performed by the Board. Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.

8 NUMBER ON BOARD

- 8. (a) The Board shall consist of seven (7) persons being Owners, Occupants, or Mortgagees who shall be elected at each annual meeting.
- (b) A Board member must be 55 years of age or older, or be a spouse to an occupant who has attained the age of 55 years or older, or be eligible to be a legal occupant under limits provided in Bylaw 4(c)(ii) hereof.
- (c) Where a Unit has more than one Owner, only one Owner in respect of that Unit may sit on the Board at any point in time. At least 2/3 of the membership of the Board shall be Owners.

9 RETIREMENT FROM BOARD

- 9. At the annual general meeting of the Corporation all members of the Board who have served their term shall be deemed to have retired from office and the Corporation shall elect new members to a one year term to replace those who so retire.

10 ELIGIBILITY FOR RE-ELECTION TO BOARD

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

11 REMOVAL FROM BOARD

- 11. The Corporation may, by Ordinary Resolution at an extraordinary general meeting, remove any member or all members of the Board before the expiration of his or their term of office and appoint another Owner or Owners in his or their place to hold office until the next annual general meeting.

12 CASUAL VACANCY ON BOARD

12. Where a vacancy occurs on the Board under By-law 21, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to By-law 8.

13 QUORUM FOR BOARD

13. Except where there is only one Owner, a quorum of the Board is at least one half of the members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

14 OFFICERS OF THE CORPORATION

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

15 BOARD MEETINGS

15. The President shall act as Chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President, the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. All meetings of the Board shall be held within the City of Lethbridge unless the Owners agree, by Ordinary Resolution, to hold the meetings in another location.

16 DUTIES OF OFFICERS

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

17 VOTES OF BOARD

17. At meetings of the Board all matters shall be determined by simple majority vote. The Chairman of the meeting shall have a casting vote in addition to his original vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

Where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that person:

- (a) shall declare to the Board that person's interest in the agreement, arrangement or transaction;
- (b) shall not vote in respect of any matter respecting that agreement, arrangement or transaction; and
- (c) shall not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction.

18 FURTHER POWERS OF BOARD

18. The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' written 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. All meetings of the Board shall be held at the City of Lethbridge;
- (b) the Board may meet together by telephone conference call, video conferencing or such other electronic method as will permit all Board members to hear and participate in the meeting;
- (c) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Managed Property and the Common Property Units and the exercise and performance of the powers and duties of the Corporation;
- (d) subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit and at any time revoke such delegation;
- (e) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (including, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation, the contract shall require the Manager to arrange and maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:
 - (i) the total amount of any replacement reserve funds in the hands of or controlled by the Manager; and
 - (ii) one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all Units in the Project (excluding any special contributions) whichever is greater; and
 - (iii) a sum representing the average monthly amount of cash in the control of the Manager;
- (f) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee.

19 ADDITIONAL DUTIES OF THE BOARD

- ### 19. The Board, for the benefit of the Corporation and the Owners, shall have vested in it the powers of the Corporation and shall enforce the provisions of these By-laws and SHALL.
- (a) subject to any valid restriction imposed or direction given pursuant to a resolution passed at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation

and every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith;

- (b) keep minutes of its proceedings and, upon written request and at the expense of the person so requesting, provide copies thereof to Owners, purchasers and mortgagees who have, in writing, notified their interests to the Corporation;
- (c) cause minutes to be kept of general meetings of the Owners and, upon written request and at the expense of the person so requesting, provide copies thereof to Owners, purchasers and mortgagees who have, in writing, notified, their interests to the Corporation;
- (d)
 - (i) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
 - (ii) deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation within two (2) banking days of receipt and all money paid to the Corporation is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;
 - (iii) keep all such trust money intact and not withdraw, convert, direct, borrow or commingle with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board;
- (e) prepare or cause to have prepared financial statements (in accordance with generally accepted accounting principles) comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation.;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) keep a register noting the names and addresses of all Owners and all mortgagees who have given notice of their interests to the Corporation;
- (h) on written application of an Owner, purchaser or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time reasonable to such party;
- (i) at least once a year, cause the books and accounts of the Corporation to be reviewed by an independent chartered accountant or certified general accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner, purchaser and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the reviewed Financial Statements of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the accountant's report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the accountant shall be submitted to each annual general meeting of the Corporation;
- (j) within thirty (30) days from the conclusion of the Corporation's annual general meeting file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and current address for service of each current member of the Board;
- (k) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation; and
- (l) file or cause to be filed at the Canada Customs and Revenue Agency office a statement of GST, if required, and an annual notice of the non-profit status of the Corporation.

20 DEFECTS IN APPOINTMENT TO BOARD

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

21 VACATING OFFICE OF BOARD MEMBER

21. The office of a member of the Board shall be vacated if the member:
- (a) by notice in writing to the Corporation resigns his office;
 - (b) dies;
 - (c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner;
 - (d) becomes bankrupt;
 - (e) is found lunatic or becomes of unsound mind or dies, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act*;
 - (f) is convicted of an indictable offence for which he is liable to imprisonment;
 - (g) is absent from meetings of the Board for a continuous period of three (3) months or three (3) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next meeting of the Board that his office be vacated;
 - (h) he ceases to qualify for membership pursuant to By-law 8;
 - (i) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or
 - (j) commences any legal proceedings against the Board or the Corporation; or
 - (k) is refused bonding, at a reasonable premium, by a recognized bonding institution.

22 SIGNING AUTHORITIES

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

23 CORPORATE SEAL

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

24 ANNUAL GENERAL MEETINGS

24. Annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. All such meetings shall be held within the City of Lethbridge unless the Owners agree, by Ordinary Resolution, to hold the meetings in another location.

25 EXTRAORDINARY GENERAL MEETINGS

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

26 CONVENING EXTRAORDINARY GENERAL MEETINGS

26. The Board may, whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than 20% of the total Unit Factors for all the Units or upon a request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than 15% of the total Unit Factors or a combination of such Owner and mortgagees entitled to vote with respect to 20% of the total Unit Factors, convene an extraordinary general meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners. All such meetings shall be held within the City of Lethbridge unless the Owners agree, by Ordinary Resolution, to hold the meetings in another location.

27 NOTICE OF GENERAL MEETINGS

27. A minimum of seven (7) days' written notice of every general meeting specifying the place, the date and the hour of meeting (and, in the case of special business, the general nature of such business), shall be given to all Owners and mortgagees who have notified their interests to the Corporation. The Notice shall include the financial statements for the Corporation's preceding fiscal year and an annual report respecting the reserve fund where they are agenda items. Notice shall be given to the Owners and to such mortgagees in the manner prescribed in these By-laws but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceeding thereat. In computing the number of the days of notice of a general meeting required under these By-laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

28 PROCEEDINGS AT GENERAL MEETINGS

28. (a) All business that is transacted at an annual general meeting, or at any extraordinary general meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the Chairman, calling of the roll and certification of proxies and proving notice of meeting, shall be deemed to be special business;
- (b) the nature of such special business and the text of any resolution to be submitted to the meeting shall be set out in sufficient detail in the notice of the meeting so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
- (c) No such item of special business shall be effective to direct or limit the exercise by the Board of any authority or power vested in it under the Act or these By-laws;
- (d) unless otherwise specifically required by the Act and these By-laws, all business may be conducted or approved by Ordinary Resolution.

29 QUORUM FOR GENERAL MEETINGS

29. Save as in these By-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one quarter of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum.

30 ADJOURNMENT FOR LACK OF QUORUM

30. If within one half hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for a further half hour, and those present at that time who are eligible to vote shall constitute a quorum.

31 CHAIRMAN FOR GENERAL MEETINGS

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

32 ORDER OF BUSINESS FOR GENERAL MEETINGS

32. The Order of Business at annual general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:
- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
 - (b) call to order by the Chairman and establish quorum;
 - (c) proof of notice of meeting or waiver of notice;
 - (d) reading and disposal of any unapproved minutes;
 - (e) reports of officers;
 - (f) reports of committees;
 - (g) consideration of financial statements and annual report respecting the reserve fund;
 - (h) appointment of accountant and solicitors;
 - (i) election of Board;
 - (j) unfinished business;
 - (k) new business;
 - (l) any special business;
 - (m) adjournment.

33 VOTING BY SHOW OF HANDS

33. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands with each Residential Unit having one vote only, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy, PROVIDED THAT the voting for election of members of the Board may be conducted by written secret ballot in such manner as the Chairman deems fit that is consistent with and in compliance with these By-Laws and the Act. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution or unanimous, all matters shall be determined by Ordinary Resolution.

34 POLL VOTES

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

35 VOTING CALCULATION

35. On a show of hands, each Residential Unit is entitled to one vote only and Parking Units are not entitled to vote. On a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned or mortgaged to them.

36 VOTES PERSONALLY OR BY PROXY

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

37 PROXIES

37. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be an Owner. Any proxy may be revoked by notice in writing filed with the Board before the time of the meeting or by the appointer's attendance at the meeting. The Chairman of the meeting shall rule on the validity of any proxy.

38 ELIGIBILITY TO VOTE

38. No Owner or mortgagee is entitled to vote at any general meeting if the Owner is in arrears in any contributions payable in respect of the Owner's Unit or any other obligation but the presence of any such defaulting owner or mortgagee shall be included in the count for quorum constitution purposes pursuant to By-law 29.

39 VOTE BY CO-OWNERS

39. (a) Co-owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-owners appointed by the other or all others, as the case may be, and, in the absence of such proxy, co-owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one co-owner may demand a poll;
- (b) On any poll, each co-owner is entitled to such part of the vote applicable to his Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

40 SUCCESSIVE INTERESTS

40. Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll.

41 TRUSTEE VOTE

41. 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 shall not vote.

42 VOTING RIGHTS OF MORTGAGEE

42. Notwithstanding the provisions of these By-laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these By-laws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee SUBJECT TO the priority provisions of the Act with respect to the voting rights of first mortgagees, Owners and second and subsequent mortgagees, and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

43 VIOLATION OF BY-LAWS

43. (a) Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of his having received written notification from the Corporation and any costs or expenses incurred or expended by the Corporation, including costs as between a solicitor-and-his-own-client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the contribution 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 contribution and shall bear interest both before and after judgment at the Interest Rate until paid,
- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or Tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs legal expenses and of such action including costs as between a solicitor-and-his-own-client on an indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;
- (c) In addition to, but not so as to limit the powers of the Corporation under paragraphs (a) and (b) of this By-Law, the Corporation may impose monetary sanctions on Owners, Tenants, and occupants who fail to comply with these By-laws pursuant to Section 35 of the Act. The Corporation shall use its discretion in determining the severity or seriousness of each violation and impose monetary sanctions which it considers reasonable in the circumstances. Such monetary sanctions shall not be less than Fifty Dollars (\$50.00) or greater than:

(i) for the first instance of non-compliance, Five Hundred Dollars (\$500.00), and

(ii) for the second and subsequent instances of non-compliance, One Thousand Dollars (\$1,000.00).

The maximum amount of the monetary sanction which may be imposed for continuing non-compliance with a bylaw is Five Hundred Dollars (\$500.00) for the first week for the first instance of non-compliance and One Thousand Dollars (\$1,000.00) for each subsequent week or each week of any subsequent continuing non-compliance. The Corporation may impose non-monetary sanction of prohibiting a defaulting Owner access to the recreational facilities, or any of them or from exercising any power to vote conferred on such Owner by the Act or these By-laws until such time as the default has been remedied to the satisfaction of the Board. The Corporation may only impose other, non-monetary, sanctions if directed to do so by Board Resolution, which Board Resolution shall specify the general nature of such non-monetary sanctions. In imposing sanctions, the Corporation shall be guided by rules of natural justice including giving the violating Owner, Tenants, Occupant or invitee the right, on adequate notice, to appear before the Board of the Corporation or a committee appointed by the Board for such purpose to answer the Bylaw violation, allegations of the Corporation.

- (d) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.

44 DAMAGE OR DESTRUCTION

44. (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this By-law, substantial damage shall mean damage to the extent of 25% or more of the replacement value of all Units, the Managed Property and Common Property Units immediately prior to the occurrence. Prior to making any determination under this By-law, the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage, the Board shall convene an extraordinary general meeting and give at least ten (10) days' notice by ordinary mail to all registered mortgagees;
- (b) Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within 100 days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;
- (c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to have consented to such application. Upon termination of the condominium status:
- (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - (ii) the proceeds of insurance shall be paid to the Insurance Trustee, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective

interests in the Parcel in accordance with the terms of any insurance trust agreement in effect;

- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Residential Unit or a Parking Unit or in or upon any part of the Common Property or a Common Property Unit designated for the exclusive use of any Unit Owner.
- (e) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owners arising from any defect or want of repair of the Common Property or a Common Property Unit or any part thereof unless such loss or damage is caused by the negligence of the Corporation;
- (f) Subject always to Section 24 of the Act, where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit, the Common Property Units or the Managed Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- (g) Each Owner shall be responsible for damage caused to all outside surfaces of his Unit, including, without limiting the generality of the foregoing, exteriors of doors and locks and hardware and exterior windows on his Unit arising from any willful, careless or negligent acts of himself, his family members, his invitees, contractors or licensees that are not required by these By-laws to be insured against by the Corporation. Should an Owner fail to repair such damage in a manner satisfactory to the Board or its representative, the Board may do or cause to be done such repairs and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection with respect to the doing of such repairs and the Board or its representative may use all or any of the remedies available to it as herein set out to recover such monies for the Corporation and such monies shall be a charge upon the Owner's Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit;
- (h) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Managed Property or a Common Property Unit or to any Unit by his act or omission or by that of any member of his family or his

or their guests, servants, agents, invitees, licensees or Tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

45 INSURANCE

- 45. (a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and the Regulation, and, in particular, Section 47 of the Act and Part 6 of the Regulation, to the extent available thereof, the following insurance:
 - (i) Fire Insurance with extended coverage endorsement for such perils as the Board shall deem advisable (the perils insured against shall be "all risks" as that term is generally understood in the insurance industry, and, in any event, not less than any and all of the perils prescribed or otherwise required to be insured against by the Regulation of physical loss or damage) insuring:
 - (A) (I) all of the insurable Managed Property and Common Property, and Common Property Units;

- (B) (II) all insurable property of the Corporation, both real and personal of any nature whatsoever;
- (C) (III) all of the Units (but excluding the improvements and betterments made to the Units by the Owners, furnishings and other personal property of each Owner whether or not installed in the Unit),

for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds: all Owners from time to time, all mortgagees who have given written notice of their interests to the Corporation, the Corporation and the Board and any person referred to in By-law 1818(e) hereof (hereinafter collectively called the “Insureds”) as their respective interests may appear;

- (ii) Boiler and vessel insurance, if any boilers and vessels exist and machinery (including elevator) insurance;
 - (iii) Public liability insurance, including any liability incurred by the Corporation arising out of a breach of duty as the occupier of the Common Property and arising out of the ownership, use, or operation of any machinery, equipment, pressure vessels and vehicles, insuring the Insureds against their liability for bodily injury, death and damage to property, to third parties or to Owners and their invitees, licensees or Tenants incidental to the enforcement of these By-laws and the control, management and administration of the Common Property and the Corporation’s property and such insurance shall have limits of liability in amounts not less than \$5,000,000.00 inclusive for bodily injury and/or property damage per occurrence;
 - (iv) Liability insurance, including errors and omissions coverage, in amounts not less than \$5,000,000.00 and with such deductibles as the Board may determine, insuring the Board and every member and officer thereof from time to time and each employee of the Corporation from and against all liabilities, charges, loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member, employee or officer of the Corporation or arising out of any act or omission of that member, officer or employee with respect to carrying out the functions of a member, officer or employee, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith;
 - (v) Corporation insurance providing the Corporation with coverage from a loss directly caused by a fraudulent or dishonest act of a member of the Board or a manager, where the member of the Board or manager acts alone or in collusion with others with intent to cause a loss to the Corporation or to improperly obtain a financial benefit for the member of the Board or the manager or another person;
 - (vi) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution;
- (b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- (i) that the policy may not be cancelled or substantially modified without at least sixty (60) days’ prior written notice to all Insureds;

- (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, the Board, its Manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owner, except for arson, fraud and vehicle impact;
 - (v) In consultation with the qualified appraiser mentioned in Article 45(c) hereof, and only where the Board in its discretion determines it to be appropriate, a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this By-law are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;
 - (vi) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the status of the condominium is terminated; and
 - (vii) all insurance coverage dealt with in this By-Law may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer, so long as the said deductible is in accordance with standard insurance industry deductible amounts;
 - (viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each insured;
- (c) At least every three years, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property Units, the Residential Units, the Parking Units and all of the property of the Corporation. A copy of such appraisal shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage in accordance with such appraisal to insure the full replacement value as set forth in such appraisal. In addition to such insurance coverage for the replacement value of the Managed Property, the Common Property Units, the Residential Units, the Parking Units and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate;
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, within Ten (10) days from the day of receiving a request therefor from a purchaser, Owner or mortgagee of a Unit and a duplicate original or certified copy of each such policy shall be forwarded within Thirty (30) days from the day of receiving that request from a purchaser, Owner or mortgagee of a Unit. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request;
- (e) Notwithstanding anything aforesaid, but subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any); provided that any expense of the Insurance Trustee shall be treated as Common Expenses of the Corporation;

- (f) The Owners may, and upon written request of any mortgagee shall, carry property, contents and liability insurance on their own Units as permitted by the Act, provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner; and provided further that neither the Corporation nor the Board shall be required or have any duty to insure the interest of Tenants against liability or for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused;
- (g) The Corporation shall pay the deductible of any claim arising under an insurance policy maintained by the Corporation, except where the loss arises by the act or omission or breach of these By-laws by an Owner or Occupant, his servants, agents, licensees, invitees or Tenants. The Corporation can recover from the Owner the deductible as a contribution against all other costs, charges, and liabilities arising out of any loss that the Corporation may incur or sustain, and the amount of the deductible shall be added to and form part of that Owner's assessment for common expenses.

46 CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

- 46. (a) In the event any cost is levied to the Project on a per Unit basis and not to the Project as a whole, such levies shall not be included in the Common Expenses for proportionate payment by the Owners in proportion to Unit Factor in relation to Parking Units nor to the Common Expense Payment Formula in relation to Residential Units, but shall be separately added to the amount of contributions payable by the Owners of each Residential Unit..
- (b) Except as set out above the Common Expenses of the Corporation shall be paid by the Owners of Parking Units in proportion to Unit Factor and by Owners of Residential Units on the Common Expense Payment Formula (CEPF).
- (c) The CEPF amount is determined by taking the total annual budget for the Project and deducting therefrom the total amounts payable in (a) and (b) above. The remainder is then divided by two, then by twelve to obtain a monthly budget. The first half thereof is divided by the total number of Residential Units in the project at that time. The resultant amount is the monthly per suite portion of the CEPF. The second half of the budget is divided by the total area of the Residential Units in the project at that time to determine the area factor. The area factor is multiplied by the area of the Owner's Residential Unit to determine the area portion of the CEPF. The total of the per suite amount and area amount is the CEPF amount to which is added the Unit's share of the amount in (a) above and becomes the monthly contribution for the Residential Unit.
- (d) The Common Expenses shall, and without limiting the generality hereof, include the following:
 - (i) All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - (ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - (iii) All the charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping of Common Property and Managed Property not designated as a Privacy Area and for ice, snow and debris removal from Common Property or the Common Property Units not constituting a Privacy Area;

- (iv) All charges on account of lighting fixtures situated on any Unit owned by the Corporation or on a Common Property Unit except the light fixtures (and their bulbs) attached to the exterior of the Unit and for certain Owner obligations as provided in Bylaw 33(c);
 - (v) All charges on account of maintenance for any Unit owned by the Corporation and for those portions of a Unit or the Common Property Units for which the Corporation is responsible under these By-laws;
 - (vi) All costs of furnishings, tools and equipment for use in and about any Unit owned by the Corporation and the recreational facilities or amenities including the repair, maintenance or replacement thereof;
 - (vii) All realty taxes and other municipal or governmental levies or assessments against any Common Property Unit, Residential Unit or any Parking Unit or other real property owned by it;
 - (viii) All insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act;
 - (ix) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, appraisal, and auditing and engineering, all replacement reserve fund studies, reserve fund reports, reserve fund plans and annual reserve fund reports, including fees and disbursements related to any such services;
 - (x) All reserves for repairs and replacement of the Common Property Units and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
 - (xi) The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property;
 - (xii) Any GST on condominium contributions as required by Canada Customs and Revenue Agency;
 - (xiii) The cost of obtaining and maintaining fidelity bonds as provided in these By-laws;
 - (xiv) All costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation;
 - (xv) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation.
- (e) 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 other known address:
- (i) a copy of the budget for the ensuing fiscal year which has been adopted by resolution of the Board; and
 - (ii) a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Subject to these By-laws, said assessment shall be made to the Owners in proportion to their Unit Factors;

This provision previously referenced subsection (a) and section 63 (which related to redivision.)

- (f) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements (“replacement reserve fund”);
- (g) The replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the buildings, the Managed Property and the Common Property and the Common Property Units but is not intended to be used to cover annually recurring maintenance and repair or other costs which are to be set out and provided for in the annual budget;
- (h) The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of contribution or such other time as may be prescribed by the Corporation;
- (i) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;
- (j) The Corporation shall, on the application of an Owner, purchaser or mortgagee or the solicitor of an Owner, purchaser or mortgagee or any person authorized in writing by him, certify within ten (10) days:
 - (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the manner in which the contribution is payable;
 - (iii) the extent to which the contribution has been paid by the Owner; and (iv) the interest owing, if any, on any unpaid balance of a contribution;and, in favour of the Developer and any person dealing with that Owner, the certificate is conclusive proof of the matters certified therein;
- (k) Upon the written request of an Owner, purchaser or mortgagee of a Unit or the solicitor of an Owner, purchaser or mortgagee of a Unit, or a person authorized in writing by any of those persons, the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request any prescribed information or documents as requested by that person, which for the purposes of Section 44 of the Act are:
 - (i) an information statement that includes all of the following:
 - a the particulars of
 - (1) any action commenced against the corporation in respect of which the corporation has been served, including the amount claimed against the corporation,
 - (2) any unsatisfied judgment or order for which the corporation is liable, and

- (3) any written demand made on the corporation for an amount in excess of \$5000 that, if not met, may result in an action being brought against the corporation;
- b. a statement setting out the amount of the capital replacement reserve fund;
- c. a statement setting out the amount of the contributions and the basis on which that amount was determined;
- d. a statement setting out any structural deficiencies that the corporation has knowledge of at the time of the request in any of the buildings that are included on the condominium plan;
- e. loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;
- (ii) the particulars of or a copy of any subsisting or prior management agreement;
- (iii) the particulars or a copy of any subsisting recreational agreement;
- (iv) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the condominium plan;
- (v) a copy of the budget of the corporation;
- (vi) a copy of the annual financial statements of the corporation;
- (vii) a copy of the bylaws of the corporation;
- (viii) in respect of a particular fiscal year, a copy of
 - a. all approved minutes of all general meetings of the corporation, if available,
 - b. draft minutes of general meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request, and
 - c. approved minutes of board meetings;
- (ix) a statement setting out the unit factors and the criteria used to determine unit factor allocation;
- (x) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the common property or real property of the corporation, including a parking stall or storage unit;
- (xi) a consolidation of all the rules made by the corporation under section 32.1 of the Act;
- (xii) the text of written ordinary and special resolutions voted on by the corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;
- (xiii) copies of reports prepared for the corporation by professionals, including professional engineers but excluding reports requested and obtained by the corporation's legal counsel in relation to actual or contemplated litigation;
- (xiv) copies of insurance certificates held by the corporation;

- (xv) copies of insurance policies held by the corporation;
 - (xvi) the current standard insurable unit description for the residential units or classes of residential units;
 - (xvii) copies of reserve fund plans, reserve fund reports and annual reports;
- (l) The omission by the Corporation to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws or release of the Owner or Owners from their obligation to pay the contributions or special contributions or assessments, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property Units or by vacating or abandoning his Unit;
 - (m) The Corporation may, where authorized by regulation, charge fees in the prescribed amount for producing and providing any prescribed information or documents requested under Section 44 of the Act or otherwise required to be provided under the Act or the regulations.
 - (n) Upon receiving ten (10) days' written notice from a mortgagee, the Corporation shall permit inspection by the mortgagee of the records pertaining to the management or administration of the Corporation, the minutes of meetings of the Board, and the minutes of any general or similar meeting of the Owners, all as prescribed in Section 45 of the Act;

47 SPECIAL CONTRIBUTIONS

- 47. If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses PROVIDED THAT before assessing a special contribution or assessment to pay for the cost of a capital improvement, the Corporation shall first secure a Special Resolution approving such expenditure. The Corporation shall give notice of such further contribution to all Owners which shall include a written statement setting out the reasons for the contribution and each contribution shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners of Residential Units in an occupied stage in accordance with the CEPF. 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 Interest Rate from the due date until paid. 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 Interest Rate from the due date until paid.

48 DEFAULT IN PAYMENT OF ASSESSMENTS

- 48. (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be a lien against such estate or interest. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned and interest payable but unpaid by the Owner, and for so long as such unpaid contribution assessment, installment, payment, or interest payable remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, installment, payment, or interest payable which is in arrears for more than thirty (30) days, shall be deemed to have given to the corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at

the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time, including the recovery by the Corporation of its reasonable costs, including legal expenses and fees incurred by the Corporation in collecting the amount owing and disbursements on a solicitor and his own client indemnification basis from such defaulting Owner. The Corporation shall ensure that, in commencing legal proceedings to collect amounts owing to it by a Unit Owner, it complies with any applicable time limit provisions of the Limitations Act so as to preclude such Owner raising a defense of immunity from liability in respect of the Corporation's claim;

- (b) Any other Owner or person, firm, or corporation whatsoever may pay with respect to a Unit any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default and shall be entitled to enforce his lien thereby created in accordance with the other terms and conditions of this By-law;
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same;
- (d) In the event of any contribution or assessment against or installment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;
- (e) in the event of any contribution or assessment against or installment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice;
- (f) All reasonable costs of the Manager and reasonable prescribed expenses, legal costs and disbursements incurred by the Corporation (including costs on a solicitor and his own client indemnification basis) in registering and discharging a caveat which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or Tenants which violates these By-laws or any rules or regulations established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation, and shall be added to and form part of that Owner's assessment for contributions toward common expenses;
- (g) Any payments made by an Owner shall be applied firstly to any costs or expenses incurred by the Corporation, secondly to any interest owing and lastly to any contributions due to the Corporation.

49 ESTOPPEL CERTIFICATE

- 49. Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate

against the Developer and any mortgagee, purchaser or other person dealing with such Owner but this shall not prevent the enforcement against the Owner (other than the Developer) incurring the said expense of all obligations of the said Owner whether improperly stated in such estoppel certificate or not.

50 LEASING OF UNITS

50. (a) In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or Occupant, that the proposed lessee or Occupant will comply with the provisions of the Act and of the Bylaws of the Corporation. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations;
- (b) The Corporation is authorized to:
- (i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these By-laws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use.
 - (ii) give notices to give up possession of Units under Section 54 of the Act;
 - (iii) make applications to the Court under Sections 55 and 56 of the Act;
- (c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these By-laws unless notified by the Corporation that the Owner from whom he rents the Unit is in arrears of payment of contributions, in which case the Tenant shall, upon request by the Corporation, deduct from the rent payable to the Owner, such arrears contributions and shall pay the same to the Corporation for the purposes of applying that rent against the monthly contributions that are in arrears. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.

51 SEVERABILITY

51. 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.

52 NOTICES

52. Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws shall be well and sufficiently given if sent by prepaid mail to the Owner at the address of his Unit or other known address or if left with him or some adult person at the said address or to the Corporation at its address for service shown on the Bare Land Condominium Plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-laws. No form of notice under these By-laws shall be deemed invalid solely because it was transmitted by telecopier or e-mail.

53 NOTICE OF DEFAULT TO MORTGAGEES

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

54 DEBT RETIREMENT ON TERMINATION

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

55 COMPANY WHICH IS MEMBER OF BOARD

55. A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board.

56 ALTERNATE BOARD REPRESENTATIVE

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

57 PRIVACY AREAS

57. (a) The Board shall be deemed to have designated and assigned to each Owner the exclusive use of:
- (i) either a balcony or a ground level patio adjacent to and affixed to his Unit; and
 - (ii) where the Owner owns a Parking Unit in the basement and the Parking Unit does not have a basement level storage locker, a designated basement level storage locker;
- which shall constitute Privacy Areas granted to him in accordance with the terms of By-law 66(h)
- (b) Any landscaping or decoration of balconies or patios may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of any such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use;
- (c) A receiver dish in a solid grey shade not exceeding 61 cm in diameter for personal television reception may be installed in the balcony or ground level patio immediately adjacent and attached to each Unit and designated by the Board for the exclusive use of an Owner pursuant to By-law 66(h) or this By-law and then only in accordance with the rules and regulations therefor which may be established by the Board;
- (d) The Board may, in addition to other restrictions set out in these By-laws, specify and limit the nature and extent of the use or uses of any such Privacy Areas assigned or designated by it hereunder;
- (e) Any such Privacy Area shall be kept in clean and sightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for structurally maintaining balconies and patio-decks and fences and railings to a standard

considered reasonable by the Board. If the Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment. The term Privacy Area does not include any fence, rail or similar structure bordering any designated Privacy Area;

- (f) The Corporation, and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of a Privacy Area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of any Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation

58 REAL PROPERTY TAXES

- 58. The real property taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Residential Units and the Common Property Units comprising the Project shall be assessed and imposed in accordance with the provisions of the Act, but during such time as the assessing authority does not assess each Unit and the Common Property Units appurtenant thereto pursuant to the Act, such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

59 INDEMNIFICATION OF OFFICERS AND MANAGERS

- 59. The Corporation shall indemnify every member of the Board, and any officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, 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 or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith or is found in breach of section 28(3) of the Act. All

liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by, Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than Ten Thousand (\$10,000.00) Dollars, the cost of such bonding to constitute a Common Expense of the Corporation.

60 NON-PROFIT CORPORATION

- 60. The Corporation is not organized for profit. No Owner or member of the Board shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:
 - (a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
 - (b) any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation;

- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to By-law 66(m).

61 USE AND OCCUPANCY RESTRICTIONS

61. (a) An Owner SHALL NOT:

- (i) use his Unit, the Managed Property, a Common Property Unit or any Privacy Area or any part thereof for any commercial, professional or other business purposes where such use involves the attendance of the public at the Unit or the Common Property Unit or for any purpose which may be illegal or injurious to the reputation of the Project;
- (ii) make or permit noise, including without limitation pet noise, in or about any Unit, the Common Property or a Common Property Unit which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit, the Managed Property or a Common Property Unit by any other Occupant. More particularly, an Owner shall not permit a contractor or workman to do any work in his Unit that would disturb any other Occupants between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board. 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 comfort of other Occupants;
- (iii) keep or allow any animal, livestock, fowl or reptile of any kind other than birds, fish, cats and dogs at any time to be in his Residential Unit or on a Common Property Unit unless in strict compliance with any policies, rules and regulations adopted by the Board, the particulars of which include, but are not limited to, the following:
 - (A) In this section, "Pet" shall mean a cat or dog which ordinarily resides in an Owner's Residential Unit.
 - (B) An Owner may keep one Pet in his Residential Unit, except that any Owner who, immediately prior to the coming into force of these By-laws, has two Pets in his Residential Unit immediately prior to the coming into force of these Bylaws, is permitted to keep both Pets in his Residential Unit until the death of the Pet or the cessation of the shared occupancy by the Pet, after which only one Pet may be kept.
 - (C) Any Pet must, when fully grown, weigh less than 10 kilograms/22.05 pounds and its shoulders must measure less than 50.8 centimetres/20 inches when fully grown. This provision does not apply to any Pet kept immediately prior to the coming into force of these Bylaws.
 - (D) Except when in a Residential Unit, all Pets must be hand leashed and kept under control and in the custody of a responsible person at all times who shall not allow the Pets to disturb other Occupants and shall not allow any Pets to befoul or defecate on a Common Property Unit. In the event that any Pet of the Owner, Occupant, guest or visitor of the Owner or Occupant shall befoul or defecate on a Common Property Unit, the Owner or Occupant shall clean any befoulment or defecation from the Common Property Unit immediately.
 - (E) An Owner shall not allow a Pet to walk or run on a Common Property Unit, but the animal must be carried to and from the Residential Unit by hand over the Common Property Units;
 - (F) No Owner shall permit his Occupant, guest, or visitor to bring any animal onto the Condominium Property without the prior written permission of the Board;

- (G) Any Municipal By-law in effect in the City of Lethbridge with regard to animals at any point in time shall have effect within a Unit, the Managed Property or a Common Property Unit and municipal officers are hereby authorized and are permitted to enforce City By-laws on a Common Property Unit.
- (H) If, in the opinion of the Board, any Pet becomes a nuisance, the Board may by notice given to the Owner or Occupant of the Residential Unit require that the Pet be removed permanently from the Project within seven (7) days of receipt of the notice.
- (iv) except as in subsection (i) above use or permit the use of his Residential Unit other than for residential purposes;
- (v) permit his Residential Unit to be occupied as a place of residence other than by one family and by more than three (3) persons at any given time without the consent in writing of the Board.
- (vi) use parking stalls and Parking Units for any purpose other than the parking of motor vehicles and bicycles, or as permitted by Board;
- (vii) do any act or permit any act to be done, or alter or permit to be altered his Residential Unit, parking stall or Parking Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Units without the prior written approval of the Board;
- (viii) permit laundry to be hung other than inside his Residential Unit;
- (ix) erect or place any building, structure, tent, recreational vehicle or trailer, (either with or without living, sleeping or eating accommodation) on the Managed Property or a Common Property Unit or on any exclusive use area assigned to him without the prior written consent of the Board;
- (x) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit, the Managed Property or a Common Property Unit or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens, television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or any other matter or thing without first having obtained the consent in writing of the Board; PROVIDED THAT an Owner may put up Christmas lights and similar decorations on his Privacy Areas from the 1st day of December to the 1st day of February, at his sole expense, if he agrees to restore and refurbish any Managed Property or Common Property damaged by him as a result of such installation; excepting an item permitted under By-law 5757;
- (xi) overload existing electrical circuits or store any combustible, inflammable, objectionable or offensive goods, provisions or materials in his Residential Unit, his parking stall, Privacy Areas assigned to his Residential Unit or in his Parking Unit or in the parking area or on a Common Property Unit, normal cleaning products and related household goods excepted;
- (xii) do anything or permit anything to be done in his Residential Unit or Parking Unit or upon a Common Property Unit or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;

- (xiii) do anything or permit anything to be done by any Occupant of his Residential Unit or Parking Unit, either in those Units, or on a Common Property Unit, that is contrary to any statute, ordinance, By-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiv) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's play things, devices or toys or other objects on the lawns and grounds of the Project so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- (xv) deposit customary household refuse and garbage outside his Residential Unit other than in properly secured garbage bags placed in the garbage chute, containers or enclosures provided by the Corporation. Use of the garbage chute is restricted to the hours between 8:00 a.m. and 9:00 p.m. to reduce disturbance of Occupants. All bulk waste items, such as discarded household furnishings, which the City of Lethbridge Sanitation Department will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense;
- (xvi) erect, place, allow, keep or display signs, billboards, advertising matter, "For Sale" signs, realtor lock boxes or other notices or displays of any kind on a Common Property Unit or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written approval of the Board;
- (xvii) permit any member of his household, guests or visitors to trespass on the part of the Parcel to which another Occupant is entitled to exclusive occupation;
- (xviii)
 - (1) park or store any vehicle or allow any member of his household to park or store any vehicle on those areas of the Common Property Units designated for Visitor Parking or Handicapped Parking without the express consent of the Board first had and obtained. During such time as an Owner or any member of his household is permitted by the Board to use a Handicapped Parking Stall, the Owner shall make his Parking Unit available to the Board without cost for use by the Board;
 - (2) use the lanes, common driveways or roadways or any part of the Common Property other than a Parking Unit owned by him for the parking of any motor vehicles except in accordance with permission in writing from the Board;
 - (3) wash motor vehicles other than in the car wash bay and in such a manner as will not cause nuisance or annoyance to other Owners and only at such times as the Board may from time to time by regulation set forth or direct; only the vehicles of residents may be washed on the project;
 - (4) carried out repairs or adjustments to motor vehicles on the Project,
 - (5) bring onto the Project any vehicles other than private passenger automobiles, sport utility vehicles or light trucks as may be designated in the Board policies, without the written consent of the Board or the Manager, except in the course of delivery to or removal from the Parcel;
 - (6) allow trailers, campers, camper vans, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored on a Parking Unit or on the Common Property or the Common Property Units without the prior written consent of the Board;

- (7) keep on a Parking Unit or on a Common Property Unit, including any Privacy Area, any private motor vehicle which is not in operating condition, currently licensed and capable of being used from day to day by a person who is an Occupant of the Project without the prior written consent of the Board;
- (8) park any motor vehicle in his Parking Unit which leaks any oil, grease, or gasoline or which is in any other way, offensive or hazardous;
- (9) drive any motor vehicle on a Common Property Unit at a speed in excess of 15 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous; nor
- (10) allow any motor vehicle powered by liquefied petroleum gas to be brought into, kept or stored inside the Building;
- (xix) obstruct or permit any entry, hallways, walkways, passage or driveways or ramps or parking areas to be obstructed by himself, his family, guests or visitors or their vehicles;
- (xx) shake mops or dusters of any kind nor throw anything out of any windows in his Residential Unit, from a balcony or from or onto a Common Property Unit, nor permit anything of this kind to be done, except that Owners are permitted to remove snow and ice from their balcony by shoving the same off of the balcony;
- (xxi) allow his Residential Unit, his Parking Unit, parking stall or designated Privacy Areas to become unsanitary or unsightly in appearance;
- (xxii) make or cause to be made any structural, mechanical, plumbing or electrical alterations or additions to his Residential Unit or his Parking Unit, parking stall or any load bearing wall or any Privacy Area without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer or architect engaged by the Board to review the design and specifications and ensure they comply with any architectural standards adopted 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 shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid. Any changes to a Unit must comply with all Municipal, Provincial and Federal laws and any required permits must be secured by the Owner from the appropriate authority;
- (xxiii) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed or deposit therein any hazardous wastes;
- (xxiv) allow the area around his Residential Unit, parking stall, storage locker or his Parking Unit to become untidy or unsightly. The Board shall be at liberty to remove any rubbish or clean up the Common Property Units in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- (xxv) allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his Residential Unit or storage locker when not in actual use, except with the written consent of the Board, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, including bicycles, toys and like things belonging to an Owner's household be put away inside such Unit or storage locker when not in actual use. Bicycle storage is

permitted within a parking stall or Parking Unit or Residential Unit but not on balconies or patios;

- (xxvi) prevent or prohibit access to and use of exterior water taps or electrical plugs on his Unit for purposes of maintaining the Managed Property or a Common Property Unit; and
 - (xxvii) without the consent in writing of the Board, have any right of access to those portions of the Managed Property or a Common Property Unit used from time to time for utilities areas, building maintenance, storage areas or operating machinery not specifically assigned to him under By-law 66 or By-law 5757, or any other parts of a Common Property Unit used for the care, maintenance of operation or the Project generally;
- (b) The following rules and regulations govern the use of all basement level storage lockers attached to Parking Units or assigned Privacy Area basement level storage lockers:
- (i) each Owner shall use his locker only for the storage of non-perishable property owned by him;
 - (ii) no portion of such lockers shall be used for human or animal occupancy;
 - (iii) no goods, materials, chattels or other property shall be stored in any such lockers which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs of the Corporation;
 - (iv) no spoilable foodstuffs or dangerous, noxious, filthy, offensive, explosive or inflammable materials are permitted in such lockers;
 - (v) each Owner agrees that the Corporation shall have the right to enter into and upon any storage locker at all reasonable times for the purposes of inspecting and ensuring compliance with these rules and regulations;
 - (vi) an Owner may only store goods, materials, chattels or other property in his locker that are actually owned by him;
 - (vii) an Owner shall not assign or sublet his locker to any third party without the prior consent of the Corporation, which consent may be unreasonably withheld;
 - (viii) each Owner shall provide, at his cost, a lock of sufficient size and strength to adequately secure his locker and each Owner agrees to keep his locker securely locked at all times;
 - (ix) the right of an Owner to use his locker terminates when he ceases to be an Owner. Such Owner shall thereupon surrender vacant possession of the locker in good and clean order, condition and repair;
 - (x) the Corporation is under no obligation as to the condition, temperature to be maintained or fitness of the storage locker for the particular or general purposes of the Owner;
 - (xi) all goods and materials stored in the assigned space are at the Owner's sole risk. Each Owner acknowledges that he is obligated to obtain and maintain in force sufficient insurance to protect the goods stored by him in his storage locker against any loss suffered by the Owner, whether from theft, vermin, rodents, fire, water damage, frost, steam, breakage, rain, flood, leakage, structural defect or any cause whatsoever. Each

Owner agrees to hold the Corporation, its agents and employees harmless from any and all claims of liability, loss or damage to property and of injury to or death of persons caused by any acts whatsoever or negligence of the Owner, his guests, licensees or invitees in or upon his storage locker;

- (xii) if an Owner defaults under any provision of these rules and regulations and such default is not cured to the reasonable satisfaction of the Corporation within seven (7) days after notice of such default has been given to such Owner, the Corporation may terminate such Owner's right to use his assigned locker and may, at its sole option:
 - (1) require that the goods and materials of the Owner be removed from the storage locker forthwith;
 - (2) if the Owner fails to remove his goods and materials, the Corporation may consider such goods and materials abandoned and enter the assigned space and remove to a location of its choice or dispose of such goods and materials. The Corporation may dispose of such goods and materials by public auction or private sale or return the goods to the Owner's last known address and, after such disposal, the Corporation is relieved of all further obligations or liability to the Owner. It is presumed that any property left or abandoned by the Owner does not exceed \$100.00 in value.
 - (3) The Board may make policy statements and rules and regulations as it deems appropriate to clarify the general restrictions set forth in subclauses (1) and (2) hereof and those policy statements and rules and regulations shall have the same force and effect as any By-law once the Board has given written notice to all Owners and Occupants through such means as the Board deems proper;
- (c) An Owner shall provide a duplicate key to his Residential Unit to be lodged with the Board or the Manager to facilitate emergency or permitted service entry. In the event a key is not so provided, the Owner shall be financially responsible for any damage or costs related to forcible entry into such Unit by the Corporation or the Manager or any of their servants, agents or nominees in the event of their having to deal with a fire, gas, water leakage or other emergency situation and for the purpose of protecting the property of other Owners and the Corporation, as the case may be, or fulfilling the Corporation's obligations under the Act and these By-Laws;
- (d) The restrictions in use of Units have the following purposes;
 - (i) to provide for the health and safety of condominium Occupants;
 - (ii) to maintain the Managed Property, Common Property Units and Units in such a manner as to preserve property values;
 - (iii) to provide for the peace, comfort and convenience of the Owners and Occupants;
 - (iv) to develop a sense of community;
- (e) The Board may make policy statements and rules as it deems appropriate to clarify the general restrictions set forth in subclauses (a), (b), and (c) hereof and those policy statements and rules shall have the same force and effect as any by-law once the Board has given written notice to all Owners and Occupants through such means as the Board deems proper;
- (f) An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Subsections (a), (b), and (c) hereof.

62 MANAGED PROPERTY

62. (a) Without limiting the definition thereof in By-Law 11, “Managed Property” shall be comprised of those portions of the Common Property and Common Property Units comprised of walkways, driveways, fences, the exterior of any and all Buildings on the Project (excluding those portions of the exterior doors and windows which are the responsibility of the Owner), including roofs, foundations and structural elements built in accordance and in compliance with this By-Law and all municipal and provincial requirements, codes and standards. Without restricting the generality of the foregoing, “Managed Property” shall also include all parts of each Common Property Unit up to, but not including, the interior finishing of the floors, walls and ceilings of Residential Units on the Project, and all utilities and service lines and all irrigation systems and common light standards serving the Project;
- (b) Each Owner shall, in respect to the Managed Property on, relating to or in his Residential Unit, Parking Unit, parking stall or storage locker:
- (i) permit the Corporation (and anyone who is agent for or authorized or directed by the Corporation) to enter such areas for any and all purposes of inspection, maintenance, repair, upkeep, cleaning and control of the Managed Property as if the same were Common Property;
 - (ii) adhere to, comply with and strictly observe this By-Law and all rules, regulations, bylaws, resolutions and other requirements of the Corporation and its insurers as same relate to the Managed Property; provided that in the absence of anything expressly to the contrary, the rules, regulations, by-laws, resolutions and other requirements as shall apply to the Common Property shall apply to the Managed Property;
 - (iii) shall not, in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and responsibilities arising hereunder or in connection with any of the Corporation’s inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property; and
 - (iv) except as otherwise specifically provided herein, shall, not in any manner whatsoever without first obtaining the consent of the Board, change, improve, alter, adjust, remove, disfigure or otherwise disturb the Managed Property or any part or component thereof;
- (c) The Corporation:
- (i) shall, in addition to and without limiting its powers relating to the management and control of Common Property and the Common Property Units, be empowered to:
 - (1) enact rules and regulations relating to the management and control of the Managed Property;
 - (2) employ and contract for services for repair, maintenance, replacement, cleaning and other similar services (including painting, gardening, lawn mowing and ice and snow removal) necessary to properly maintain the Managed Property;
 - (3) as part of and in accordance with its general power of levying assessments, assess the Owners for their respective shares of the costs of the Corporation in the carrying out of its duties hereunder; and
 - (4) generally manage, operate and control the Managed Property as if and to same extent as if the Managed Property was Common Property;

- (ii) shall, in addition to and without limiting its obligations generally relating to the maintenance, management, repair and control of Common Property, control, manage, maintain, repair and administer the Managed Property unless otherwise directed by Special Resolution of the Corporation, provided that such duties and obligations may,

from time to time, be amended and adjusted (including without limitation, by increasing or reducing same) by Special Resolution of the Corporation. If, pursuant to Special Resolution it is resolved that the Corporation shall be relieved and is not, from the effective date thereof, to be responsible for the management, repair, maintenance, upkeep, replacement and control of the Managed Property, all such duties and responsibilities shall thereafter be performed by the Owners and these By-laws shall be interpreted accordingly PROVIDED NEVERTHELESS THAT the Corporation shall continue to be responsible for and perform its insurance and replacement reserve fund obligations under these By-laws;

- (iii) to the extent that the Board shall determine practicable, shall insure the Managed Property (or such part or parts thereof as the Board determines is reasonable, feasible and economic) as the Board is otherwise required to do by this By-Law.

63 AMENDMENT OF BY-LAWS

63. These By-laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and each mortgagee who has, in writing, notified its interest to the Corporation a notice or memorandum of any proposed amendments, additions or repeal thirty (30) days prior to the effective date of any such Special Resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal.

64 ARBITRATION AND MEDIATION

64. Any dispute respecting any matter arising under the Act or these By-laws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act* as provided in section 69 of the Act.