

BYLAWS OF CONDOMINIUM CORPORATION NO. [•]

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IN SUBSTITUTION FOR THE BYLAWS SET FORTH IN APPENDIX 1 TO THE *CONDOMINIUM
PROPERTY ACT*, R.S.A. 2000 c.C-22, AND AMENDMENTS THERETO

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Alberta Personal Information Protection Act S.A. 2003 C. P-6.5 ("PIPA") "The Board of Directors shall endeavor to keep individual owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the unit owners agree and specifically consent to give the Board sole discretion to release any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation."

NOTE: These Bylaws have been passed by the Corporation for the purpose of repealing, replacing and substituting the Bylaws set out in Appending 1 of the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto.

BYLAWS OF CONDOMINIUM CORPORATION NO. [•]

1. DEFINITIONS AND INTERPRETATIONS

In these Bylaws unless the context or subject matter requires a different meaning:

- (a) **"Act"** means the *Condominium Property Act*, R.S.A. 2000, c.C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) **"Board"** means the Board of Directors of the Corporation;
- (c) **"Bylaws"** means the Bylaws of the Corporation, as amended from time to time;
- (d) **"Capital Replacement Reserve Fund"** means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the units for which the Corporation is responsible, any real and personal property of the Corporation and the common property;
- (e) **"Capital Replacement Reserve Fund Plan"** means a plan for funding and maintaining the Capital Replacement Reserve Fund;
- (f) **"Capital Replacement Reserve Fund Report"** means a capital replacement reserve fund report prepared in accordance with the Act and the Regulations;
- (g) **"Capital Replacement Reserve Fund Study"** means a study of the depreciating property of the Corporation prepared from time to time in accordance with the Act and the Regulations;
- (h) **"Common Expenses"** means the expenses of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these Bylaws;
- (i) **"Common Property"** means (i) "common property" as defined in and under the Act, (ii) so much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan including, without limitation, such portions of the Parcel specifically delineated as common property on the Condominium Plan and such portions of the Parcel designated as Privacy Areas herein or on the Condominium Plan, and (iii) such additional portions of the Parcel (which may include Units) owned by the Corporation or owned by the Developer but intended to be conveyed to the Corporation by the Developer and commonly referred to as "common property units" including any buildings, fixtures or improvements thereon;
- (j) **"Condominium Plan"** means the condominium plan registered under the Act as Condominium Plan No. [•];
- (k) **"Corporation"** means the corporation constituted under the Act by the registration of the Condominium Plan whose legal name is **"Condominium Corporation No. [•]"**;
- (l) **"Developer"** means *Briarfield Townhomes Inc.* or any successor or assign thereof;
- (m) **"Insurance Trustee"** means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board,

whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;

- (n) **"Interest Rate"** means eighteen (18%) per cent per annum or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (o) **"Manager"** means any property manager contractually appointed by the Board;
- (p) **"Ordinary Resolution"** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 51% of all the persons present or represented by proxy at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or
 - (ii) in writing signed by not less than 51% 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 Bylaws and representing not less than 5,001 of the unit factors for all of the units;
- (q) **"Ordinary Resolution of the Board"** means a resolution passed by simple majority of the Board at a Board meeting or a written resolution signed by all members of the Board, or otherwise, as provided in these Bylaws;
- (r) **"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 these Bylaws, that term includes a tenant;
- (s) **"Parcel"** means the land comprised in the Condominium Plan;
- (t) **"Privacy Area(s)"** means those portions of the Common Property which are intended for the private or exclusive use of a Unit owner, and shall include:
 - (i) the patio/balcony immediately adjacent to the Unit which can be accessed directly from within the Unit; and
 - (ii) an area of the Common Property for the purpose of parking one (1) private motor vehicle (and motorcycle if sufficient space) thereon which may be assigned by the Board;
- (u) **"Private Motor Vehicle"** means small, medium and full-size cars, station wagons, light trucks up to 1 ton, vans, mini-vans, motorcycles and sport utility vehicles;
- (v) **"Project"** means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;
- (w) **"Regulation" or "Regulations"** means the *Condominium Property Act* Regulation currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;

- (x) **"Special Resolution"** means:
- (i) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) calendar days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these Bylaws and representing not less than 7,500 of the total Unit Factors for all the Units: or
 - (ii) a written resolution signed 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 power of voting conferred by the Act or these Bylaws and representing not less than 7,500 of the total Unit Factors for all Units;
- (y) **"Spouse"** includes a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married;
- (z) **"Turnover General Meeting"** means the general meeting (whether an annual general meeting or an extraordinary general meeting) of the Owners whereby the Developer resigns as a member of the Board and a new Board is elected from amongst the Owners.
- (aa) **"Unit"** means a space situated within a building and described as a unit in the Condominium Plan by reference to floors, walls and ceilings within the building and shall include for the purposes of these Bylaws:
- (i) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the total Unit;
 - (ii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood lookalikes;
 - (iii) all non-load bearing partitions, including their studs;
 - (iv) all items not necessarily common to all Units including, but not limited to, intercommunication systems, security systems and air-conditioning systems, whether or not they were installed at the time of Unit construction or at a later date;
 - (v) all Unit heating, gas pipes and equipment, and electrical appliances and fixtures including all insulation in the Unit;
 - (vi) all Unit plumbing, including pipes and fixtures inside the Unit, and including the Unit shut-off valve and including but not limited to:
 - (A) bathroom fixtures such as baths, showers, toilets and sinks;
 - (B) bathtub trap;
 - (C) kitchen sink and pipes under sink;
 - (D) all water taps (kitchen and bathroom);

- (vii) all window hardware, screens and screen doors;
 - (viii) all electrical appliances and fixtures and all insulation in the Unit;
 - (ix) all interior doors and door hardware; and
 - (x) all Unit electrical including but not limited to panel circuit breakers, wire, fixtures, cables and conduits inside the interior finishing of the floors, walls and ceilings of a Unit;
- (bb) "**Unit Factor**" means the unit factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

2. MISCELLANEOUS PROVISIONS

(a) Interpretation

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws 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.

(b) Headings

The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Bylaw.

(c) Rights of Owners

The Corporation and Owners and anyone in possession of a Unit shall be bound by these Bylaws. 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 and the Regulations.

(d) Conflict with Act

If there is any conflict between the Bylaws and the Act and the Regulations, the Act and the Regulations prevails.

(e) Extended Meanings

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 any thing to which such repair could be made.

(f) Severance

The provisions of these Bylaws shall be deemed independent and severable, and the invalidity in whole or in part of any article, section, part, or provision herein, shall not affect the validity of the whole or remaining articles, parts, sections or provisions herein contained, which shall continue in full force and effect as if the invalid portion had never been included herein.

3. DUTIES OF THE OWNERS

An Owner SHALL:

(a) subject always to the Act, 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 the Unit and any Privacy Areas designated to the Unit for the purpose of:

- (i) inspecting the Unit and maintaining, repairing or renewing party walls and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and used or capable of being used in connection with the enjoyment of any other Unit or Common Property;
- (ii) maintaining, repairing or renewing the Common Property;
- (iii) ensuring that the Bylaws are being observed;
- (iv) doing any work for the benefit of the Corporation generally;
- (v) gaining access to meters monitoring the use of any utility.

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner;

(b) forthwith:

- (i) carry out all work that may be ordered by any municipality or public authority in respect of the Unit; and
- (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;

(c) duly and properly clean, wash, repair, maintain and, when required, replace (subject to the prior written approval of the Corporation as to the type and specifications for any window or door hardware, screen door, storm door, exterior light fixture, mailbox, or air-conditioning equipment):

- (i) the interior of the Unit and all appliances and all improvements and additions thereto;
- (ii) all windows of the Unit that are located on the interior walls of the Unit. An Owner shall wash all windows and the sliding glass doors of the Unit and

maintain and repair all window hardware and the interior trim of all windows including any required weather stripping and all window screens;

- (iii) the doors of a Unit located on the interior walls of a Unit including the painting of the interior finishing and interior trim of Unit access doors and the washing of balcony or patio doors. An Owner shall maintain and repair all door hardware, screen doors and storm doors;
- (iv) all exterior light fixtures (including bulbs) and doorbell buttons;
- (v) all mailboxes;
- (vi) any interior wall, ceiling mounted or central air-conditioning equipment installed by or at the request of an Owner after obtaining written approval of the Board that provides cooled air to the Unit. No air-conditioning system on the exterior of a Unit will be approved;
- (vii) the furnace, hot water tank and all ducting and all thermostats in the Unit including the dryer vent and kitchen vent. Any venting on the roof and above shall be the responsibility of the Corporation;
- (viii) all electrical, electronic and mechanical devices which are mounted or located on the interior or exterior of the Unit for the owner's own use entirely including but not limited to, components of intercommunication systems and security systems;
- (ix) any Privacy Area (and any plants or landscaping therein) which are located on or which comprise any part of the Common Property to which the owner has been granted exclusive use pursuant to these Bylaws and/or which have been designated as Privacy Areas pursuant to these Bylaws and if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this 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 these Bylaws shall apply;
- (x) the thermostats in a Unit and maintain sufficient heat (and adequate ventilation) within the Unit so as to keep the ambient temperature therein at all times above 10°C;

BUT EXCLUDING the painting of the exterior surface or finishing of any access doors and all other outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit, and keep the 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 Bylaws;

- (d) take all such steps as may be necessary to prevent the escape of water from their Unit except through such drains, return or sewage pipes as may lead from the Unit for such purpose. The Owner shall be responsible for and pay to the Corporation the costs to repair all damage caused by water escaping from their Unit, including any water damage to the Common Property or to any other Unit. Without limiting the generality of the

foregoing, such water damage may arise from any one or more leaking taps, valves, seals, overflowing sinks, tubs, or toilets, overflows or leaks or breakage of any pipes, or plumbing relating to any appliances or from any other hoses, pipes or equipment whatsoever.

- (e) not paint nor make any repairs, additions or alterations to the exterior of the Unit or to the structural elements, plumbing, mechanical or electrical systems within the Unit which may affect another Unit(s) or Common Property without first obtaining the written consent of the Corporation;
- (f) use and enjoy the Common Property in accordance with these Bylaws 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;
- (g) not use the Unit or permit it to be used for the storage of hazardous materials in excess of amounts allowed by any applicable laws, and not use the Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an owner or not) or the family of such an occupier;
- (h) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease, or other dealing in connection with the Unit;
- (i) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all occupier of and visitors to the Unit to similarly comply;
- (j) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against the Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date in accordance with Section 40 of the Act;
- (k) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against the Unit, and such legal expenses shall be paid on solicitor and his own client indemnification basis;
- (l) if the owner wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing placed in an envelope delivered to the Manager or submitted by e-mail to the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Manager;
- (m) deposit with the Corporation, if requested, twelve (12) duly executed postdated cheques or monthly bank debit authorization for duly assessed condominium contributions;
- (n) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;
- (o) not retain any parking or storage Unit, if any, if he ceases to be an Owner of a residential Unit;

- (p) refrain from any activity on the roof, landscaped areas, patios or balconies of a Unit which would in any way compromise the integrity of the structure or the waterproofing membranes of the building underneath such area. Without restricting the generality of the foregoing, an Owner shall not plant any gardens or lawns or place any garden boxes or other objects including furniture of a weight or size which would, after a period of time, damage the patio or balcony, and then only such items as shall receive the approval of the Board prior to installation;
- (q) not unreasonably interfere with, prohibit or hinder the lawful activities of the Board or the Corporation, including but not limited to the Board or Corporation 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 Common Property;
- (r) comply with the provisions of any encumbrances, including without limitation, any easements and restrictive covenants that may be registered upon the certificate of title for the Owner's Unit and/or the condominium additional plan sheet;
- (s) indemnify and hold the Corporation harmless against all claims and demands for loss or damage, including without limitation, property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of his Unit or any area over which he has exclusive rights of use, or any nuisance made or suffered therein, or any failure by the Owner to keep his Unit and exclusive use area in a safe condition, or any other liability whatsoever in relation to his Unit and his exclusive use area, and will reimburse the Corporation for its costs and expenses including reasonable legal fees incurred in connection with the defence of any such claims; and
- (t) place and maintain an adequate homeowner's liability policy of insurance for his Unit and provide a certificate confirming same to the Developer and the Corporation prior to any occupancy of the Unit.

4. DUTIES OF THE CORPORATION

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

- (a) control, manage, maintain, repair, replace and administer the Common Property (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 condominium Project;
- (b) do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to uphold and enforce these Bylaws;
- (c) maintain and repair (INCLUDING replacement where reasonably necessary) the exterior lighting and all pipes, wires, cables, ducts, conduits, 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 more than one (1) Unit or the Common Property;

- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any 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 or registered mortgagee of a Unit, or the duly authorized agent of such owner or mortgagee, provide to the owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- (e) subject to any obligations imposed by these Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property, Privacy Areas or a Unit over which such Owners are granted exclusive right of use, maintain and repair:
 - (i) the exterior or outside surfaces of the buildings comprising the Units (INCLUDING the roof, exterior cladding, all exterior windows and doors and sliding glass doors except to the extent the Owner is required to repair and maintain same under these Bylaws) window cleaning will be done by use of external lift system (ie. Man lift);
 - (ii) any exterior caulking and leakage around windows and all exterior trim of windows and doors;
 - (iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including without limitation the painting of the exterior surface of the trim of windows and doors and the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an owner has been granted exclusive use pursuant to these Bylaws;
 - (iv) all Unit access doors and the painting of the exterior surface thereof;
 - (v) all landscaped areas of the Common Property (INCLUDING the mowing of grass in Privacy Areas) and all walkways;
 - (vi) all fencing including the dividing fences between Privacy Areas and all gates;
 - (vii) all Unit numbers installed by the Corporation on the exterior of a Unit;
 - (viii) all utility services outside the main shut-off valves of the Units and on the Common Property;
 - (ix) all parking Units, any loading bay, all steps and stairwells, parkade ramps, parkade overhead doors, storage lockers, bicycle rooms, and garbage room and enclosures;
 - (x) any air conditioning and cooling system installed by the Developer for the sole use of a particular Unit, including the associated rooftop condenser and any other related equipment, at the expense of the Owner;
 - (xi) all concrete, patio walls, balcony rails, fencing (both perimeter and privacy dividers) and related posts;

- (xii) the common car wash in the parkade, if any;
 - (xiii) zone valves; and
 - (xiv) all common utility services within, on, in, under or through the Units, all utility lines outside the interior finishing of the floors, walls and ceilings of a Unit, and all utilities on the Common Property, including underground sprinkler system;
- (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*;
- (g) subject always to and in accordance with the Act and any Regulation passed pursuant thereto, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the 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 portions of the Units for which the Corporation is responsible, any real and personal property owned by the Corporation and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund Report of the Corporation unless such improvements are authorized by Special Resolution. 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. Further, the Board shall:
- (i) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - (A) the amount of the Capital Replacement Reserve Fund as of the last day of the immediately preceding fiscal year;
 - (B) all the payments made into and out of the Capital Replacement Reserve Fund for that year and the sources and uses of those payments;
 - (C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
 - (ii) supply a copy of the approved Capital Replacement Reserve Fund Plan to each owner prior to the collection of any funds for the purpose of those matters dealt with in the Capital Replacement Reserve Fund Report;
 - (iii) at the conclusion of five (5) years from the day that the most recent Capital Replacement Reserve Fund Plan was approved, carry out an updated Capital Replacement Reserve Fund Study, prepare an updated Capital Replacement Reserve Fund Report, approve an updated Capital Replacement Reserve Fund Plan, and provide a copy of the updated approved Capital Replacement Reserve

Fund Plan to each Owner prior to the collection of any further funds for the purposes of the Capital Replacement Reserve Fund;

- (iv) upon written request, at the expense of the person requesting, provide the most recent Capital Replacement Reserve Fund Report, most recent Capital Replacement Reserve Fund Plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Unit or any mortgagee of a Unit;
- (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 Parcel, the Corporation and the Owners as to the Board may seem justifiable in the management or administration of the entire condominium Project;
- (i) clear, to a degree consistent with the City of Calgary general practice and standards, snow, slush and debris from and keep and maintain in reasonably good order and condition all areas of the Common Property designated for vehicular and pedestrian traffic including all walkways and parking stalls and keep and maintain in reasonably good order and condition all grassed or landscaped areas, fences and gates, hallways, stairs, stairwells, elevators (including shafts and pits), garbage areas, mailboxes, intercom and security systems, lobby, vestibules, fire prevention systems and boxes, parkade ramps, common carwash (if any), parkade and automatic parkade doors on the Common Property PROVIDED THAT the general cleaning and day to day and structural maintenance of any Privacy Area (EXCLUDING parking stalls, fences and gates) designated to an Owner under these Bylaws shall be the responsibility of the Owner to whom such Privacy Area has been assigned. The Corporation shall be responsible for the structural maintenance of the parking stalls, original cement block walkway and the balconies;
- (j) provide for adequate garbage receptacles on the Common Property, as well as an adequate area on the Common Property for the storage of waste by all Unit owners, and arrange for regular garbage collection from the Parcel;
- (k) provide for adequate storage of recyclable materials on the Common Property, and arrange for regular collection of recyclable materials from the Parcel
- (l) 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;
- (m) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;
- (n) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any lawns, trees or shrubs which die; and
- (o) repair, replace and maintain party walls separating Units. If the reason or cause for such repair, replacement or maintenance is the negligent act or omission of a Unit Owner, the cost of such repair will be charged to such Owner.

5. POWERS OF THE CORPORATION

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 or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation;
- (b) 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 fifteen (15%) per cent of the current year's Common Expenses budget has been approved by Special Resolution;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- (d) invest as it may determine any contributions towards the Common Expenses not immediately required by the Corporation SUBJECT TO the restrictions set forth in Section 43 of the Act;
- (e) make an agreement with an Owner, tenant or other occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or occupier thereof;
- (f) grant to an Owner a lease in respect of areas adjoining or relating to such Owner's Unit, as shown on the Condominium Plan, under Section 50 of the Act, on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful Occupants of such Unit, shall not be assignable by anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on Ten (10) days' notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- (g) acquire parking Units for purposes of visitor parking, resale or otherwise;
- (h) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property (INCLUDING extra parking space) or special privileges in respect thereof, and, except for the provisions of these Bylaws relating to the Privacy Areas or parking privileges attached to each Unit, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (i) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;

- (j) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (k) raise the amounts of money so determined by levying contributions on the Owners equally for their respective Units or as otherwise herein provided;
- (l) charge interest under Section 39, 40 and 76 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (m) pay an annual 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) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or Common Expenses. The fund shall be called a contingency fund and shall be used to cover the cost of any unexpected or abnormal expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (o) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (p) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (q) subject to any limitations and prohibitions contained in the Act, these Bylaws or 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;
- (r) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of these Bylaws;
- (s) have access to a Unit upon twenty-four (24) hours' notice to an Owner, and at reasonable times, for the purpose of inspecting or repairing structural elements of any building or to conduct such test as may be required by any governing body having jurisdiction, including without limitation cross-connection tests; and
- (t) notwithstanding anything to the contrary herein contained, when the Board consists of the Developer, use any part of the Common Property or Units owned by the Developer for any lawful purpose whatsoever as would, in the sole opinion of the Developer, benefit the Project.

6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a general meeting, or as otherwise specifically provided in the Act, Regulation or these Bylaws, be exercised and performed by the Board or the Manager, as authorized by the Board.

7. COMPOSITION OF THE BOARD

- (a) The Board shall initially consist of at least one (1) nominee of the Developer. After the holding of the Turnover General Meeting, the Board shall consist of not fewer than three (3) nor more than seven (7) resident Owners or spouses of the resident Owners or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by Ordinary Resolution at the annual general meeting just prior to the election of the Board.
- (b) A Board member must be eighteen (18) years of age or older.
- (c) Where a Unit has more than one (1) owner, only one (1) Owner in respect of that Unit may sit on the Board at any point in time.
- (d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related and shall refrain from voting on any matter of conflict.
- (e) 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.
- (f) No owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

8. TERM OF OFFICE AND RETIREMENT FROM BOARD

Board members shall be elected and hold office until the next annual general meeting. At each annual general meeting of the Corporation all the members of the Board shall retire from office and the Corporation shall elect new Board members accordingly. Notwithstanding the foregoing, if a Board is not elected at an annual general meeting, the incumbent directors shall continue in office until their successors are elected.

9. CONSENT TO ACT

A person who is elected or appointed to the Board at a meeting where he or she was not personally present shall not become a member of the Board unless he or she has consented, in writing, to act as such a member within ten (10) days thereafter.

10. ELIGIBILITY FOR RE-ELECTION TO BOARD

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

11. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his/her place, to hold office until the next annual general meeting.

12. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under these Bylaws, 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 these Bylaws, or in the event such vacancy does not cause the Board membership to be reduced below the minimum number required under these Bylaws, the Board may choose not to replace the Board vacancy prior to the next election of the Board.

13. QUORUM FOR BOARD

A quorum for the Board is one (1) where the Board consists of one (1) member, two (2) where the Board consists of two (2) or three (3) members, three (3) where the Board consists of four (4), five (5) or six (6) members, and four (4) where the Board consists of seven (7) 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

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/or 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 appointed. The President shall be the Chairman of the Board and shall have a casting vote to break a tie in addition to his original vote. 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 (2) offices.

15. CHAIRMAN OF BOARD MEETINGS

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. Each meeting of the Board shall be held within the City of Calgary unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

16. DUTIES OF OFFICERS

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

17. VOTES OF BOARD

- (a) At meetings of the Board all matters shall be determined by simple majority vote.
- (b) 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.

- (c) All meetings of the Board shall be conducted according to the rules of procedure adopted by the Board.

18. FURTHER POWERS OF BOARD

The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it things fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any valid restriction imposed or direction given at a general meeting of owners, delegate to one (1) or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or 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 employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good, timely and sufficient fashion. If under such contract the Manager holds funds for the Corporation, the contract shall require the Manager to arrange or 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 Capital Replacement Reserve Funds in the hands of or controlled by the Manager; plus
 - (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; plus
 - (iii) a sum representing the average monthly amount of cash in the control of the Manager;
- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee;

- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

19. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- (a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- (c) cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners or their agents and to mortgagees who have notified their interests to the Corporation;
- (d) 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;
- (e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- (h) at least once a year, cause the books and accounts of the Corporation to be audited by an independent chartered accountant, certified general accountant or certified management accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited Financial Statement of the receipts of contributions of all owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report within one hundred and twenty (120) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;
- (i) keep a register noting the names, addresses and telephone numbers of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- (j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;

- (k) 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 address of each member of the Board;
- (l) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

20. DEFECTS IN ELECTION OR APPOINTMENT TO BOARD

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

21. VACATING OFFICE OF BOARD MEMBER

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; or
- (b) dies; or
- (c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner; or
- (d) becomes a bankrupt under the *Bankruptcy and Insolvency Act* (Canada) or any legislation passed in substitution therefor; or
- (e) becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act* (Alberta), the *Dependent Adults Act* (Alberta) or any legislation passed in substitution therefor or replacement thereof; or
- (f) is convicted of an indictable offence; or
- (g) attends any Board meeting intoxicated or is absent from meetings of the Board for a continuous period of two (2) 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 subsequent meeting of the Board that his office be vacated; or
- (h) ceases to qualify for membership pursuant to these Bylaws; or
- (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) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- (k) commences any legal proceedings against the Board or the Corporation.

22. SIGNING AUTHORITIES

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

23. CORPORATE SEAL

The Corporation shall have a common seal, which shall be adopted by 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

An annual general meeting 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. Each such meeting shall be held within the City of Calgary unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

25. EXTRAORDINARY GENERAL MEETINGS

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

26. CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than thirty (30%) per cent of the total Unit Factors for all the Units or upon the 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 thirty (30%) per cent of the total Unit Factors or a combination of such owners or mortgagees entitled to vote with respect to thirty (30%) per cent 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 requisitioning person.

27. NOTICE OF GENERAL MEETINGS

A minimum of seven (7) days' 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. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a general meeting required under these Bylaws, 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

- (a) All business that is transacted at an annual general meeting, with the exception of the calling of roll and certifying proxies, the consideration of accounts and financial statements, appointments of auditors and solicitors, election of the Chairman and members to the Board, or at any extraordinary general meeting, shall be deemed special business. Items of special business must be set forth in the notice of general meeting.
- (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 judgement on the nature of that business.
- (c) All general meetings of the Corporation shall be conducted according to the rules of procedure established by the Board.

29. QUORUM FOR GENERAL MEETINGS

Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter (1/4) of the persons entitled to vote representing not less than 2,500 of the Unit Factors present in person or by proxy shall constitute a quorum.

30. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

31. CHAIRMAN FOR GENERAL MEETINGS

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

The Order of Business at 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) calling of the roll and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes of general meetings;
- (e) reports of officers;

- (f) reports of committees;
- (g) consideration of financial statements and the annual report respecting the reserve fund;
- (h) appointment of auditors and solicitors for the Corporation;
- (i) resignation of Board members (to be effective upon the election of a new Board);
- (j) motion confirming number of Board members;
- (k) election of Board;
- (l) unfinished business;
- (m) new business;
- (n) any special business; and
- (o) adjournment.

33. VOTING BY SHOW OF HANDS

At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll is 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, all matters shall be determined by Ordinary Resolution.

34. POLL VOTES

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 to break a tie in addition to his original vote. A demand for a poll may be withdrawn at any time prior to the vote.

35. VOTING CALCULATION

On a show of hands, each Unit shall have one vote. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election of members of the Board in such manner as the Chairman deems fit that is consistent with and in compliance with these By-Laws and the Act.

36. VOTES PERSONALLY OR BY PROXY

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

37. PROXIES

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 or a party otherwise eligible to vote.

38. ELIGIBILITY TO VOTE

Except in cases where by or under the Act a Special Resolution is required, no Owner is entitled to vote at any general meeting unless all assessments payable in respect of the Unit have been duly paid to the date of such meeting, but the presence of any such defaulting owner shall be included in the count for quorum constitution purposes pursuant to these Bylaws.

39. VOTE BY CO-OWNERS

- (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 co-owner may demand a poll.
- (b) On any poll, each co-owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint owners.

40. RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by each Owner or his duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

41. SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if the 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.

42. TRUSTEE VOTE

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.

43. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of the mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote subject to the limitations set forth in the Act resulting from the Owner's failure to pay contributions.

44. VIOLATION OF BYLAWS

- (a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws 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 having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.
- (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 Bylaws or any rules or regulations established pursuant to these Bylaws 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 of such action including costs as between a solicitor and his own client. Nothing herein shall be deemed to limit the right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies.
- (c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty (\$50.00) Dollars to a maximum monetary sanction of Five Thousand (\$5,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.
- (d) Where a person fails to abide by a sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 of the Act to enforce the sanction.
- (e) 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.

45. AMENDMENT OF BYLAWS

These Bylaws, 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 mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution.

46. DAMAGE OR DESTRUCTION

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty five (25%) per cent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph 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 registered mail to all registered mortgagees.

Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred and twenty (120) 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.

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) 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 consent 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, if any, or to 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;
- (b) 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 Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.

- (c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.
- (d) 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, 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.
- (e) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by their act or omission or by that of any member of their family 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, and the net amount for which the Owner is thus obligated to indemnify the Corporation shall be charged to such Owner, and shall be forthwith added to and become part of the contribution levied in respect of their Unit and shall become due and payable on the date of payment of the next such monthly contribution and shall thereafter bear interest at the Interest Rate until paid.

47. INSURANCE

- (a) The Board on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
 - (i) Fire insurance with extended coverage endorsement for such perils as required by the Act (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
 - (A) all of the insurable Common Property;
 - (B) all insurable property of the Corporation, both real and personal of any nature whatsoever;
 - (C) all of the Units, including all improvements and betterments made to the Units by the Owners of which the Board has knowledge and all bathroom and kitchen fixtures (BUT EXCLUDING 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;
 - (D) all Owners from time to time;
 - (E) all mortgagees who have given written notice to the Corporation;
 - (F) the Corporation; and

- (G) the Board of Directors, the Officers and any person referred to in Section 18 hereof (hereinafter collectively called the "Insureds") as their respective interests may appear;
 - (ii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the Common Property and Units and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
 - (iii) Liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all officers and employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by 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 manager 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 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;
 - (iv) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;
 - (v) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
 - (vi) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special 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 Corporation 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, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
 - (v) 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 Bylaw 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) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated;
 - (vii) 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;
 - (viii) subject to sub-clause (g) below, the Corporation shall obtain and pay for all glass insurance for the Project.
- (c) Annually, 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, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall, upon request, be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, 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, as soon as practicable to each of the Insureds immediately upon written request therefor, and a duplicate original or certified copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The master policy 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, all proceeds or 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) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
- (f) The Owner may, and upon written request of any mortgagee shall, carry 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 notwithstanding anything herein to the contrary neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants against liability or the

interests of tenants or Owners for their belongings, contents or other property. The insuring of any contents within a Unit or on any Privacy Area, is the sole responsibility of the Owner, tenant or occupier 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) In the event an Owner incurs or suffers damage or loss to the Unit or to any interior finishing or improvements of the Unit and/or the Common Property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by such Owner, his servants, agents, licensees, invitees or tenants and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges, and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

48. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

- (a) The Common Expenses of the Corporation shall be paid by the Unit Owners proportionately based upon the proportion that the Unit Factor for their respective Unit bears to the total Unit Factors (being 10,000) for the Condominium Corporation or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:
 - (i) All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services for the Common Property 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 all walkways, lawn maintenance and landscaping and for debris removal from Common Property not designated as a Privacy Area (except parking stalls) and snow removal from all walkways, parking stalls and roadways;
 - (iv) All charges on account of lighting fixtures situated on Common Property or on any Unit owned by the Corporation, except light fixtures (including bulbs) on the balcony or patio of each Unit;
 - (v) All charges on account of maintenance for those portions of Common Property and any Unit owned by the Corporation for which the Corporation is responsible under these Bylaws;
 - (vi) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;

- (vii) All costs of furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;
 - (viii) 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, auditing and engineering fees and disbursements;
 - (ix) All reserves for repairs and replacement of Common Property and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
 - (x) Maintenance of the exterior walls and other structural costs of the buildings;
 - (xi) The cost of maintaining fidelity bonds as provided in these Bylaws;
 - (xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - (xiii) The allocable or pro rata portion of the cost of any electricity or water taken from any exterior plug or tap which is billed directly to an Owner by the provider of such electricity or water and which is used by the Corporation for purposes of operating or maintaining Common Property.
- (b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of the Unit:
- (i) a copy of the budget for the ensuing fiscal year; and
 - (ii) a notice of the assessment for its contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners proportionately based upon the proportion that the Unit Factor for their respective Unit bears to the total Unit Factors (being 10,000) for the Condominium Corporation except, that any expenses that in the sole discretion of the Board, relate directly and solely to the maintenance or operation of any one or more Units and not all the Units, may be charged and shall be paid solely by the recipient Units of such maintenance or operation.
- (c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and the Capital Replacement Reserve Fund.
- (d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. At least annually, the Board shall pass a resolution and transfer the required funds from its operating account into the Capital Replacement Reserve Fund account.
- (e) 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 installments payable, in advance on the first day of each month, the first installment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.

(f) 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.

(g) The Corporation shall, on the application of an Owner 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 any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.

(h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request at the cost of the person requesting, one or more of the following as requested by that person:

- (i) a statement setting forth the amount of any contributions due and payable in respect of a Unit;
- (ii) the particulars of:
 - (A) any action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
- (iii) the particulars of or a copy of any subsisting management agreement;
- (iv) a copy of the current budget of the Corporation;
- (v) a copy of the most recent financial statements of the Corporation;
- (vi) a copy of the Bylaws of the Corporation;

- (vii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
 - (viii) the particulars of or a copy of any subsisting lease of any of the Common Property;
 - (ix) the amount held in the Capital Replacement Reserve Fund or any other replacement reserve fund;
 - (x) the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xi) any structural deficiencies in the Project;
 - (xii) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.
- (i) The omission by the Board 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 Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any installments thereof for any year or period, but the contributions are fixed. No Owner can exempt himself from liability for the contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning the Unit.
- (j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.
- (k) Notwithstanding anything to the contrary herein contained, the Developer shall not be required to pay for Common Expenses, contributions, special contributions or special assessments in respect of a Unit owned by the Developer unless the Developer permits the Unit to be occupied. For certainty, any person purchasing a Unit from the Developer shall be required to pay for Common Expenses and contributions in respect of such Unit from and after the day that such purchaser occupies such Unit. For the purposes of this paragraph, the purchaser shall be deemed to occupy a Unit from and after the time it is given possession of a Unit by the Developer and the Developer shall be deemed to have permitted a Unit to be occupied by only if the person resides (meaning, lives in, whether temporarily or permanently) in a Unit, but the Developer shall not be deemed to have permitted a Unit to be occupied if a Unit is used by the Developer as a show suite, work area or storage space, or if the Unit is left empty.

49. SPECIAL ASSESSMENTS

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. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against

the Owners in the manner set forth in Section 48(b)(ii) above. All such special assessments shall be payable on the due date for payments as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

50. DEFAULT IN PAYMENT OF ASSESSMENTS

Default in payment of assessments and lien for unpaid assessments, installments and payments:

- (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 subject only to the rights of the municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, installment or payment 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 or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, 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 but not limited to the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner. The Corporation shall ensure that, in commencing legal proceedings to collect amounts owing to it by an 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 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, with respect to a Unit, and upon such payment by such other Owner, with respect to a Unit, 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 the lien, thereby created, in accordance with the other terms and conditions of this provision;
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment 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 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;

- (e) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client 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 Bylaws or any rules or regulations established pursuant thereto or incurred or 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;

51. ESTOPPEL CERTIFICATE

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

52. LEASING OF UNITS

- (a) In the event that any Owner desires to lease or rent the Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, as set forth in Section 63(c) below, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The tenant, within twenty (20) days of occupancy, must provide to the Corporation upon request, a certificate of insurance evidencing existence of a tenant's insurance policy. 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 HEREBY 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 Bylaws, 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 residential Units under Section 54 of the Act; and
 - (iii) make applications to the Court under Sections 55 and 56 of the Act.
- (c) No tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the tenant

shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the tenant shall be deemed to be a rental payment made to the Owner.

53. SEVERABILITY

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

54. NOTICES

Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of the Unit or other known address or if put under the front door or in the mailbox of the Unit or if left with the Owner or with some other adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received seventy two (72) 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 Bylaws.

55. NOTICE OF DEFAULT TO MORTGAGEES

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, if such default continues for a period of ninety (90) days.

56. DEBT RETIREMENT ON TERMINATION

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.

57. CORPORATION WHICH IS MEMBER OF BOARD

A corporation 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 corporation and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a corporation is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

58. ALTERNATE BOARD REPRESENTATIVE

A representative of a corporation on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as the 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 Bylaws. 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 (2) 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, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

59. PRIVACY AREAS AND PARKING AREAS

(a) The Owner of a Unit shall have THE EXCLUSIVE USE OF:

- (i) the patio/balcony immediately adjacent to the Unit which can be accessed directly from within the Unit; and
- (ii) an area of the Common Property for the purpose of parking one (1) private motor vehicle (and motorcycle if sufficient space) thereon which may be assigned by the Board;

all of which shall constitute Privacy Areas granted to any Owner pursuant to these Bylaws. Any landscaping or improvements of the privacy areas may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of such approved landscaping or improvements shall be the sole responsibility of those Owners who have their exclusive use.

- (b) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such Privacy Area assigned or designated by it hereunder.
- (c) While any such privacy area is not included in the Condominium Plan as part of a condominium Unit, such Privacy Area shall be maintained on a day to day basis in a clean and sightly condition at the sole expense of the Owner to whom is has been assigned PROVIDED THAT the Board shall be responsible for removing slush and snow, in its discretion, from the roadway, parking stalls and all walkways (BUT NOT from the patios or decks) and structurally maintaining the roadways, fences, gates, patios, balconies, original cement block walkways, and common walkways to a standard considered reasonable by the Board and mowing all grass on the Common Property (including in Privacy Areas);
- (d) 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.

- (e) The term Privacy Area does not include any fence, rail, gate or similar structure bordering any designated Privacy Area which shall be the responsibility of the Corporation.
- (f) The Corporation at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.
- (g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any 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 such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.

60. REALTY TAXES

The realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the condominium Project shall be assessed and imposed in accordance with provisions of the Act but until such time as the assessing authority assesses each unit and the share in the Common Property 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.

61. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation shall indemnify every member of the Board, manager, 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, Manager 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. 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 any or all members of the Board be bonded by a recognized bonding institution in an amount not less than the total funds in the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

62. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No owner, member of the Board or person from whom the Corporation may receive any property or funds, 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;

- (b) any member of the Board or Owner may, from time to time, be reimbursed for the actual and reasonable expenses incurred by such Owner in connection with the administration of the affairs of the Corporation; and
- (c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to these Bylaws.

63. USE AND OCCUPANCY RESTRICTIONS

- (a) In this Section:
 - (i) **"Occupant"** means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;
 - (ii) **"Owner"** includes a tenant;
- (b) the cost of repair or maintenance of the Common Property caused by the neglect, deliberate act or omission of an Owner, will be charged to that Unit Owner;
- (c) An Owner SHALL NOT:
 - (i) except with the prior written consent of the Board, use the Unit or any part thereof, for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant City of Calgary Municipal Bylaw or for any purpose which may be illegal or injurious to the reputation of the Project. No garage, auction or similar type sales shall be held anywhere on the Project without the prior written consent of the Board, and no Owner or Occupant shall use a Unit to provide a day care centre or commercial baby-sitting service without prior written consent of the Board, which consent may be arbitrarily withheld;
 - (ii) make or permit noise in or about any Unit or the Common Property or allow any odour to emanate or escape from the Unit which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. 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 Owners. No workman or contractor shall be permitted to do any work in any Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m. on weekdays or at any time on Saturdays, Sundays or legal holidays without the prior written consent of the Board;
 - (iii) keep or allow any pet of any kind at any time including visitors' pets, to reside in the Unit or on the Common Property without the specific approval in writing of the Board, which approval shall not be unreasonably withheld by the Board and which approval may, if given, be withdrawn anytime on reasonable grounds on seven (7) days' notice to that effect in which event the applicable pet shall be removed forthwith from the Unit and the Common Property. In determining its

approval of a particular pet, it shall not be unreasonable for the Board to refuse its consent in accordance with the following:

- (a) No rodents, snakes, spiders, reptiles, exotic or designer pets, livestock or fowl will be approved;
- (b) Not more than two (2) pets per Unit will be approved;
- (c) No pets weighing greater than twenty (20) kilograms will be approved, provided, however, that this weight limit shall not apply to dogs;
- (d) No vicious dogs are permitted in any Unit or on any portion of the Common Property. For the purposes of this Bylaw, a vicious dog is one that has (i) killed or injured any person or another animal; or (ii) aggressively harasses or pursues another person or animal while running at large;

It shall be considered reasonable for the Board to withdraw its consent or refuse its consent to a pet where such pet is causing a nuisance in the reasonable opinion of the Board, which shall include without limitation, causing a mess to the Common Property, causing damage to the Common Property, or making noise or causing odour which is disturbing to other persons on the Common Property or in any Unit. An Owner shall clean up any animal defecation immediately from either the Common Property, their Unit or their Privacy Area. All pets approved must be hand leashed on the Common Property outside of Privacy Areas and kept under control at all times. No pet shall be left unattended on a deck or patio or parking stall. Any municipal Bylaws in effect in the City of Calgary with regard to animals at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and are permitted to enforce City Bylaws on the Common Property. An Owner agrees to pay to the Corporation the cost of any repairs or damage to the Common Property necessitated by and caused by an approved pet;

- (iv) use or permit the use of the Unit other than for residential purposes except as specifically permitted in these Bylaws;
- (v) permit the Unit to be occupied as a place of residence by more than five (5) persons at any given time without the consent in writing of the Board nor shall the number of persons occupying a Unit exceed the numbers permitted by the City of Calgary or any Provisional law or authority;
- (vi) do any act or permit any act to be done, or alter or permit to be altered the Unit in any manner, which will alter the exterior appearance or the structure comprising the Unit or any other Units without the prior written approval of the Board, including the painting of any portion of the building, balcony, or railings or patio or patio walls, without the prior written approval of the Board. An Owner shall not install an air-conditioning Unit that is visible from the outside of the Unit without the prior written consent of the Board. No surface coverings shall be applied to any patio or balcony without the prior written consent of the Board. An Owner shall not change the colour of any exterior lightbulb from that which was originally installed by the Developer;

- (vii) permit rugs, blankets, flags or laundry (INCLUDING bathing suits and towels) to be hung other than inside the Unit;
- (viii) erect or place any building, structure, tent, trailer or motorhome (either with or without living, sleeping creating accommodation) or any other item on the Common Property or on any Privacy Area assigned to him without the prior written consent of the Board and notwithstanding such consent shall be responsible for the maintenance of such and for any damage to the Common Property or any Privacy Area;
- (ix) 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, or on the Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property without the prior written consent of the Board. Upon removal of any approved item, an Owner shall restore the Common Property to its previous condition prior to such installation as approved by the Board;
- (x) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in the Unit or on the Common Property. Provided however, that such restrictions do not apply to:
 - (A) reasonable amounts of materials used for normal maintenance and repair of the Unit, which is stored away from any open flame;
 - (B) propane gas normally used to operate an Owner's barbeque. Such barbeque is to be used only on the deck or patio of the Unit in an open area;
- (xi) do anything or permit anything to be done in the Unit or upon the Common Property 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;
- (xii) do anything or permit anything to be done by any Occupant of the Unit in the Unit, or the Common Property that is contrary to any statute, ordinance, Bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds 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;
- (xiv) deposit customary household refuse and garbage outside the Unit other than in proper secure non-drip proper garbage bags placed in the garbage containers

provided by the Corporation. All bulk waste items such as discarded household furnishings, packing cartons, construction materials, paints or tires which the City of Calgary garbage pick-up service will not normally collect, shall be promptly removed from the Project by the Owner at his sole cost and expense. No garbage shall be left outside a Unit or on a Privacy Area or anywhere on the Common Property except in the garbage containers placed where designated by the Board from time to time;

- (xv) erect, place, allow, keep or display signs, billboards, advertising matter, signs, or other notices or displays of any kind on the Common Property including any Privacy Area assigned to him 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 consent of the Board however, "For Sale or For Rent" signs are allowed in a window and a real estate sandwich board sign is allowed for an open house. Professional security signs are allowed in flower beds or in windows without approval. Otherwise, no signs shall be placed anywhere on the landscaped area;
- (xvi) permit any member of his household, guests or visitors to trespass on the part of the parcel to which another Owner is entitled to exclusive occupation;
- (xvii) with respect to motor vehicles:
 - (A) use the common roadways for the parking of any private motor vehicles at any time. No motor vehicle shall be parked on the grassed area of the Project at any time;
 - (B) wash motor vehicles anywhere on the project except in compliance with municipal bylaws, in such manner as will not cause nuisance or annoyance to other Owners, and in such place and at such times as the Board may, from time to time direct;
 - (C) carry out any repairs or adjustments or servicing (including oil changes) to private motor vehicles on the Project;
 - (D) bring onto the project any vehicles other than private motor vehicles, without the written consent of the Board or the Manager or duly authorized nominee thereof except in the course of a delivery to or removal from premises;
 - (E) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored on the Common Property. An Owner may not park a holiday trailer or motorhome on the roadway or a driveway at any time, even if only for the purposes of loading or unloading. A bicycle or motorcycle may be parked in the same stall as a private motor vehicle provided that they are parked properly and do not block ingress or egress to any other adjacent parking stall;
 - (F) keep anywhere on the Common Property any private motor vehicle which is not currently licensed, insured or not in operating condition without the prior written consent of the Board;

- (G) drive any motor vehicle on the Common Property at a speed in excess of ten (10) kilometers per hour or in any manner that, the Board in its sole discretion, deems hazardous or dangerous;
- (H) park or allow any Occupant of a Unit to park in visitor parking (except visitors as specifically allowed in these Bylaws);
- (I) allow any motor vehicle parked on a Privacy Area to leak oil, grease, gasoline or antifreeze on to such Privacy Area. If such leak occurs, such Owner shall be responsible to clean the Privacy Area of such oil, grease, gasoline or antifreeze as soon as reasonably possible;
- (J) allow visitors (which, for certainty does not include members of the Owner's household) to his Unit to park private motor vehicles anywhere on the Project except in the visitor parking designated by the Board from time to time, and then for no period longer than twelve (12) consecutive hours to a maximum of 14 days in any calendar year without prior written consent of the Board;
- (K) bring onto the project any vehicle, which is in the sole opinion of the Board, objectionably noisy or which is a source of annoying noises or odours;
- (L) erect any storage box, structures or improvements on or within a parking stall or alter or add to a parking stall without prior written consent of the Board;
- (xviii) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, guests or visitors or their vehicles;
- (xix) shake mops, dusters, rugs, blankets of any kind or throw anything out of any windows or doors or on the Common Property, nor permit anything of this kind to be done;
- (xx) allow the Unit or Privacy Area assigned to him to become unsanitary, untidy or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner. An Owner shall not allow mail or other papers to accumulate in a mailbox;
- (xxi) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the Unit or any structural alterations to the outer boundary of any Unit including load bearing walls or any ceiling or floor 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 consultant engineer or architect engaged by the Board to review the design and specifications. 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;

- (xxii) use a toilet, sink, tub, drain or other plumbing fixture in a manner that may interfere with the operation for which it was installed, and an owner shall not use or permit the use of any of the foregoing for the disposal of cooking oil, animal litter, garden soil or other solid plant-growing media or similar solid or emulsifying substances;
- (xxiii) be responsible for snow removal other than from his patio or balcony and his front Privacy Area adjacent to the Unit, if any. No owner shall shovel snow or run water on to the Privacy Area of another Owner;
- (xxiv) use the balcony, deck, patio or other areas outside of the Unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the respective Unit when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, belonging to an Owner's household be put away inside such Unit or otherwise disposed of when not in actual use, however, lawn furniture, neat storage boxes, planted flower pots, a propane or electric barbeque, bicycles or seasonal toys or tools on the deck or patio are permitted provided they do not exceed the height of the fence or railing. No satellite dishes, sofas, freezers, car seats, mattresses, paint cans, vehicle batteries, motor oil, tires, household appliances, household furniture or packing boxes shall be stored on a deck or patio. Nothing shall be hung from the exterior of the building or attached to a fence without the prior written consent of the Board;
- (xxv) prevent or prohibit access to and use of exterior water taps or electrical plugs on Privacy Areas for purposes of maintaining Common Property;
- (xxvi) without the prior written approval of the Board, have any right of access to those portions of the Common Property used from time to time for utilities areas, building maintenance, storage areas not specifically assigned to him under these bylaws, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- (xxvii) use foil, bedsheets, towels, flags, newsprint or other offensive opaque material on any window. An Owner shall not install window tinting or any security film to a window without the prior written consent of the Board;
- (xxviii) feed or harbor any birds, squirrels or any other wildlife from the balcony, deck, patio or window of the Unit or on the Common Property. Bird feeders are allowed on a Privacy Area provided the occupant keeps the area clean and free from debris, seeds, and droppings;
- (xxix) render a Unit unfit for human habitation;
- (xxx) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;

- (xxxix) cook on the deck or patio of the Unit except with an electric, natural gas or propane barbeque. No charcoal briquette barbeques are allowed. An Owner shall not, other than using a barbeque as aforesaid, ignite a fire on the Common Property, including the Privacy Area of the Unit, nor erect or use any fire place, fire pit or portable fire receptacle (all referred to herein as a "Fire Receptacle"). Fire Receptacle includes a chimney, wood burner, firetable, firebowl, firepit bench, portable fireplace, outdoor hearth, firestove, fireplace chimney or any other outdoor fire receptacle);
- (xxxvii) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period between November 1 of each year to February 15 of the following year. Any other seasonal decorations visible from the exterior of the Unit require the prior written consent of the Board. No Christmas tree shall be left on a balcony, patio or placed in any garbage receptacle or on any other Common Area and must be removed from the Project by January 15, weather permitting;
- (xxxviii) hang a flag, wind sock or wind chime anywhere on the Common Property or Privacy Area without the prior written consent of the Board;
- (xxxix) install a hot tub anywhere on the Project;
- (xl) use any skateboard, scooter, in-line skates, trick bicycles at or any similar equipment on the Common Property in a manner, which in the sole opinion of the Board, constitutes a danger, nuisance or an unreasonable interference with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No ramps for such activities are allowed on the Common Property. No playing is allowed on the roadway or parking areas. No tobogganing, sledding, boarding, tubing or sleigh riding is allowed on the Common Property;
- (xli) bring or store any commercial shopping carts on the Common Property or into any Unit in the Project other than to unload groceries or parcels and immediately return the same to the authorized location;
- (xlii) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
- (xliiii) smoke anywhere on the Common Property except on a balcony or patio and the Owner shall dispose of smoking material into a fire retardant receptacle placed on such balcony or patio which receptacle shall be filled with either sand or water. An Owner shall not throw any smoking or combustible materials whatsoever out of windows, over balconies, or onto any Common Property;
- (xliiii) allow any windows in the Unit to remain open in cold weather such that pipes and mechanical systems in the Unit freeze or become susceptible to freezing and in no event when the outside temperature is or is expected to be below 5 degrees Celsius. An Owner shall at all times (whether vacant from the Unit or otherwise) ensure that the air temperature of his unit is not lower than 15 degrees Celsius;

(xl) bring, make or advance any claim through or with any third party new home warranty provider with respect to the Common Property, and for certainty, subject to Section 69(d), only the Board may make such claims.

- (d) An Owner shall ensure that the Occupants comply with those requirements that the Owner must comply with under Subsection (a) and (b) hereof and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the Units on behalf of the Owners obtain from the tenants an undertaking, in writing, to the following effect;

"I, _____, 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 relating to the Unit and all the Common Property, comply with the *Condominium Property Act*, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

64. RESTRICTIVE COVENANTS

Each of the residential Units and the parking Units and storage Units, if any, in respect thereof are hereby charged with the following restrictive covenants:

- (a) An Owner of a residential Unit shall not permit any person to use or occupy the parking Unit or storage Unit (whether under lease, license or otherwise) unless such person is the lawful Occupant of the residential Unit or unless, in the case of a parking Unit such person is using or occupying the parking Unit as a visitor with the consent of the Board;
- (b) An Owner of the residential Unit shall not sell, lease or otherwise dispose or divest itself of the parking Unit or storage Unit, if any, except to the Corporation or to a person acquiring the residential Unit (whether by sale, lease or otherwise) and then only subject to the terms and conditions hereof, the intent being that at all times the parking Units and storage Units shall be available for first use by the Occupants of the residential Units;
- (c) An Owner of the residential Unit shall not lease or otherwise dispose or divest itself of the parking Unit or storage Unit, if any, to a non-Owner or non-Occupant (whether by sale, lease or otherwise) without the prior written consent of the Board and then only subject to the terms and conditions hereof, the intent being that at all times the parking Units and storage Units shall be available for first use by the Occupants of the residential Units;
- (d) An Owner of a residential Unit who mortgages or otherwise encumbers the residential Unit shall also secure the parking Unit and storage Unit, if any, in respect thereof, such that in the event the mortgagee or encumbrance is forced to realize on its security and effects a sale or other disposition of the residential Unit, such sale or other disposition shall include the sale of the parking Unit and the storage Unit, if any;
- (e) An Owner of the residential Unit shall not sell, partition or otherwise divide any interest in the parking Unit or storage Unit, if any, so as to diminish its size;
- (f) An Owner of the residential Unit shall not use the parking Unit other than as a parking area for one Private Motor Vehicle (and bicycle or motorcycle if they fit completely within the parking Unit);

- (g) An Owner or Occupant of the residential Unit shall not erect any structures, improvements or fixtures on or within the parking Unit or storage Unit, if any, or alter or add to the parking Unit or storage Unit, if any, without the prior written consent of the Board;
- (h) An Owner of the residential Unit shall not use those portions of the Common Property adjacent to the parking Unit or storage Unit, if any, other than for access to and egress from the parking Unit or storage Unit, if any;
- (i) An Owner or Occupant of the residential Unit shall not allow the parking Unit or storage Unit, if any, to become or remain in an untidy or unsightly condition; the parking Unit and storage Unit, if any, shall at all times be kept in good and proper repair and the carrying out of any operation or privileges in connection with the easement herein granted will be done in good and workmanlike manner and will cause as little damage and inconvenience as possible to the parking Unit and storage Unit, if any, and to other parking Units and storage Units, if any, and if any damage is caused by any party, such party shall restore the damaged parking Units and storage Units, as the case may be, to their former condition as far as is reasonably practical. The Board shall have the right of entry and access to any parking Unit and storage Unit (in the case of a storage Unit upon twenty-four (24) hours' prior notice) as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto;
- (j) And Owner or Occupant of the residential Unit shall indemnify and save harmless the Corporation from and against all fines, costs, suits, claims, demands and actions of any kind or nature to which the Corporation shall or may become liable or suffer by reason of any breach, violation or non-performance by such Owner or Occupant of any covenant, term or provision hereof or by reason of wrongful act, neglect or default on the part of such Owner or Occupant of or any of its servants, agents, contractors, tenants, Occupant or invitees;
- (k) An Owner of the residential Unit shall not use the parking Unit or storage Unit, if any, in any manner inconsistent with any bylaw, resolution or regulation of the Corporation relating to the use thereof, and shall not bring onto or leave thereon any equipment, material or other thing prohibited from time to time by any bylaw, resolution or regulation of the Corporation;
- (l) An Owner shall not sell, lease or otherwise dispose of any parking Unit or storage Unit, if any, not allocated to or designated for a residential Unit, except subject to the Restrictive Covenants herein contained;
- (m) The Owner or Occupant will observe the Restrictive Covenants contained herein so long as the Owner or Occupant remains possessed of any parking Units or storage Units, if any, not allocated to or designated for a residential Unit.

65. RESTRICTIVE COVENANTS CONTINUED

It is hereby further declared and prescribed that:

- (a) Each residential Unit shall be the dominant tenement to the parking Unit and storage Unit, if any, allocated to and designated for the residential Unit for the purpose of enforcing the Restrictive Covenants herein contained;

- (b) Each parking Unit and storage Unit, if any, shall be the servient tenement to the residential Unit in respect of which it is allocated to and designated for the purpose of having to enforce against it the Restrictive Covenants herein contained;
- (c) The Owner of any of the residential Units may enforce the Restrictive Covenants herein contained against the Owner of any other of the residential Units, and such enforcement may be done without the consent or participation of the Owners of the remainder of the residential Units;
- (d) The Corporation shall have status hereunder to enforce the Restrictive Covenants for and on behalf of one or more of the Owners of the residential Units, upon being authorized to do so by resolution of the Board.

66. CHANGE OF LEGISLATION

Should the Act be amended and changed in the future, then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act and to use all remedies available to it under the Act.

67. MEDIATION AND ARBITRATION

Any dispute respecting any matter arising under these Bylaws 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*.

68. SOLICITATION, CANVASSING AND FUNDRAISING

No person, organization or group shall be permitted to solicit, sell, canvass or fundraise on or in the Common Property or project whether for non-profit or charitable purposes or otherwise without the written permission of the Board.

69. DEVELOPER'S MANAGEMENT AND RIGHTS

- (a) During such time as the Developer or a party affiliated with the Developer, is the Owner of one (1) or more Units, it shall be entitled to, and have the right:
 - (i) to maintain any such Unit or Units as a display Unit or Units and to carry on all sales functions it considers necessary from such Unit or Units; in particular, but without limiting the generality of the foregoing, the Developer, or such affiliated party, together with its agents, employees and mortgage inspectors, shall be entitled to bring and allow prospective purchasers in and upon the Common Property and portions thereof; and
 - (ii) to the use of the Common Property for the purpose of displaying signs to indicate the sale of Units (or any units to be comprised within any other Subsequent Phase) including the use of show suites for such purposes and including the bringing and allowing of prospective purchasers in and upon the Residential Building and portions thereof and allowing access upon the Common Property to the contractors to complete the Building, or any Subsequent Phases.

- (b) During such time following registration of the Condominium Plan, but prior to the Turnover General Meeting of the Owners, the Developer may provide loans to the Corporation to pay its obligations from time to time, which loans shall be interest-bearing at the Interest Rate specified herein, and which loans shall be repaid by the Corporation no later than ninety (90) days following the initial general meeting of the Corporation.
- (c) Until the Turnover General Meeting the Developer shall be entitled, through its nominee(s) on the Board, to exercise all of the powers vested in the Board by these Bylaws, and the Owners shall indemnify the Developer and its representatives against all claims, losses, costs and expenses, including legal counsel fees, reasonably incurred in connection with any action, suit or proceeding to which the Developer or its representatives may be made a party by reason of fulfilling the duties of the Board.
- (d) Notwithstanding anything to the contrary herein contained, until the Turnover General Meeting, the Developer shall be the only party or person entitled to bring, make or advance any claim through or with any third party new home warranty provider with respect to the Common Property, and for certainty, no other owner or person shall make any such claim during such period.

I, the Secretary of the Corporation certify that on the ____ day of _____, 2023, the preceding Bylaws were enacted as a Special Resolution by not less than 75% of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the then existing Bylaws, and representing not less than 75% of the total Unit Factors for all the Units.

Secretary