

**ARABELLA TOWNHOMES**

BYLAWS OF CONDOMINIUM CORPORATION NO. TBD

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IN SUBSTITUTION AND REPLACEMENT 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 Schedule 4 of the *Condominium Property Regulation, Alta Reg 168/2000*.

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**1. DEFINITIONS**

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) **"Amenity Space"** means such areas of the Common Property which are intended to be used for recreational and leisure purposes, including without limitation, any gym, movement studio, spin studio, bike room, workshop, pet spa or other like spaces, if any;
- (c) **"Board"** means the Board of Directors of the Corporation;
- (d) **"Bylaws"** means the bylaws of the Corporation, as amended from time to time;
- (e) **"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;
- (f) **"Capital Replacement Reserve Fund Plan"** means a plan for funding and maintaining the Capital Replacement Reserve Fund;
- (g) **"Capital Replacement Reserve Fund Report"** means a capital replacement reserve fund report prepared in accordance with the Act and the Regulations;
- (h) **"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;
- (i) **"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;
- (j) **"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, (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, and (iv) for certainty shall include any Amenity Space;
- (k) **"Condominium Plan"** means the condominium plan registered under the Act as Condominium Plan No. 211 1583;
- (l) **"Corporation"** means the corporation constituted under the Act by the registration of the Condominium Plan whose legal name is **"Condominium Corporation No. TBD"**;

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- (m) **"County"** means the County of Rockyview;
- (n) **"Developer"** means Arabella Townhomes (Calgary) Inc. or any successor or assign thereof;
- (o) **"Emergency Situation"** means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;
- (p) **"General Meeting"** includes both annual and special General Meetings and means those meetings, held upon notice to all Owners of the Corporation, at which all such Owners or their proxies are entitled to be present, and if qualified, to vote;
- (q) **"Improvements"** means those enhancements, renovations or modifications to the Unit during construction by the Developer or at a later date, which increases the kind, quantity or quality of the fixtures and finishing, materials or construction over those contained in the applicable Standard Insurable Unit Description;
- (r) **"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;
- (s) **"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;
- (t) **"Managed Property"** means any Unit or part of a Unit that the Corporation is required by these Bylaws to maintain, repair or replace, other than the real and personal property of the Corporation and the Common Property;
- (u) **"Manager"** means any property manager contractually appointed by the Board;
- (v) **"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, and for certainty, "Occupant" includes a tenant;
- (w) **"Ordinary Resolution"** means a resolution:
  - (i) passed at a properly convened meeting of the Corporation by a majority 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 a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;

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- (x) **"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;
- (y) **"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 Bylaw 62, that term includes a tenant;
- (z) **"Parcel"** means the land comprised in the Condominium Plan;
- (aa) **"Privacy Area(s)"** means those portions of the Common Property which are intended for the private or exclusive use of a Unit Owner, as more particularly described in Bylaw 58 hereof;
- (bb) **"Private Motor Vehicle"** means small, medium and full-size cars, station wagons, light trucks up to 3/4 ton, vans, mini-vans, motorcycles and sport utility vehicles and shall specifically exclude commercial vehicles;
- (cc) **"Project"** means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;
- (dd) **"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;
- (ee) **"Special Business"** means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given pursuant to these Bylaws. Special Business may or may not require the passing of a Special Resolution;
- (ff) **"Special Resolution"** means a resolution:
  - (i) passed at a properly convened meeting of the Corporation by a majority of not less than Seventy-Five (75%) percent of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than Seventy-Five (75%) percent of the total Unit Factors for all the Units; or
  - (ii) agreed to in writing by not less than Seventy-Five (75%) percent 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 these Bylaws and representing not less than Seventy-Five (75%) percent of the total Unit Factors for all the Units;
- (gg) **"Spouse"** includes a person who holds that position usually enjoyed by a spouse whether or not they are legally married;
- (hh) **"Standard Insurable Unit Description"** means the description of the notional typical standard fixtures and finishing in a residential Unit as described in Schedule "A" hereto;

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- (ii) **"Turnover General Meeting"** means the General Meeting (whether an annual General Meeting or a special 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.
  
- (jj) **"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 equipment, 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 inside the interior finishing of the demising floors, walls and ceilings of the Unit;
  - (vi) all Unit plumbing, including pipes and fixtures inside the interior finishing of the demising floors, walls and ceilings of the Unit including, but not limited to:
    - (A) bathroom fixtures such as baths, showers, toilets, sinks and fans;
    - (B) Unit plumbing traps and drains;
    - (C) kitchen sink and pipes under sink;
    - (D) all water taps (kitchen and bathroom);
    - (E) shut-off valves;
  - (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 demising floors, walls and ceilings of a Unit;
  
- (kk) **"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

- (i) If there is any conflict between the Bylaws and the Act and the Regulations, the Act and the Regulations prevail.
- (ii) No person may ignore a Bylaw (or part thereof) because it is *ultra vires*, in conflict with the Act or the Regulations to the Act, or otherwise void without first obtaining a ruling of the Court that the Bylaw is not binding or may otherwise be ignored. The Board does not have the power to determine whether a Bylaw or any part thereof is *ultra vires*, in conflict with the Act or the Regulations to the Act or otherwise void. All parties agree that a failure to comply with the foregoing is improper conduct for the purposes of section 67 of the Act. An officer or member of the Board of the Corporation shall be personally liable for the consequences of any failure to satisfy the requirements of this clause 2(d)(ii) regardless of whether a legal opinion is first sought, and the foregoing includes the costs of any legal action under section 67 of the Act related to the same (including but not limited to an application to determine whether the relevant Bylaw and subsequent conduct was *ultra vires*, otherwise invalid). No Board member will be liable for following the Bylaws as written regardless of any legal opinion that is obtained stating the relevant Bylaw or portion thereof is invalid.

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(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 anything 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. The foregoing is not intended to require a Court to order an alternative remedy to invalidity under section 67 of the Act.

(g) Joint and Several Liability of Owners

If a Unit is owned by more than one person, then each person who is an Owner of that Unit shall be jointly and severally liable for each obligation and liability of an Owner pursuant to these Bylaws, including without limitation with respect to the Owners' Unit and the Owners' membership in the Corporation. Further, each Owner shall be jointly and severally liable for any fine imposed on such Owner's co-Owner, or their Occupant, tenant, or an invitee of one of the foregoing, and any sanction imposed on one of the foregoing persons shall be deemed to be assessed against each Owner of that Unit as well, all unless otherwise resolved by the Board.

**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 an Emergency Situation 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 or Managed Property;
  - (ii) maintaining, repairing or renewing the Common Property or the Managed 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.



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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 having jurisdiction 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) at its own expense:
  - (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 on the exterior of the Unit;
  - (v) all mailboxes affixed to the exterior of the Unit;
  - (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 including the dryer vent and kitchen vent within the Unit;
  - (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

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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 the Managed 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 in the Unit;
- (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 or Managed Property without first obtaining the written consent of the Corporation;
- (f) use and enjoy the Common Property and the Managed 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) use any enjoy any Amenity Space located within the building which the Owners are permitted to use pursuant to any agreements entered into by the Corporation, the Developer or any registered easements and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners and each of their families or visitors;
- (h) 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 Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;

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- (i) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease, or other dealing in connection with the Unit;
- (j) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to the Unit to similarly comply;
- (k) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against the Unit and all other amounts due from the Owner to the Corporation pursuant to these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- (l) 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 all other amounts due from the Owner to the Corporation pursuant to these Bylaws, and such legal expenses shall be paid on solicitor and their own client full indemnification basis;
- (m) if the Owner wishes the Corporation to respond to their 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;
- (n) deposit with the Corporation, if requested, twelve (12) duly executed postdated cheques or monthly bank debit authorization for duly assessed condominium contributions;
- (o) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner;
- (p) not retain any parking or storage Unit, if any, if they cease to be an Owner of a residential Unit in the Corporation;
- (q) 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;
- (r) 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 or the Managed Property;
- (s) 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

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the Owner's Unit and/or the condominium additional plan sheet, including, if applicable, an easements, covenants and restrictions agreement, or other similar agreement in relation to the strata subdivision of space within the Project;

- (t) indemnify and hold the Corporation harmless against all costs, 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 their Unit or any area over which they have exclusive rights of use, or any nuisance made or suffered therein, or any failure by the Owner to keep their Unit and exclusive use area in a safe condition, or any other liability whatsoever in relation to their Unit and their 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
- (u) place and maintain an adequate policy of insurance for their Unit, and provide to the Developer or the Corporation prior to occupancy of the Unit, and thereafter upon request, a certificate of insurance confirming that the Owner maintains coverage for:
  - (i) homeowner liability;
  - (ii) the Owner's personal property in the Unit;
  - (iii) Improvements made to the Unit; and
  - (iv) deductibles that the Owner may be responsible to pay pursuant to these Bylaws, the Act or the Regulations.

Neither the Developer nor the Corporation will have any liability in respect of any defective policy or other liability as a result of such review.

**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), the Managed Property 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 or the Managed Property;

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- (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) when there is a change in one or more of the following matters with respect to the Corporation's insurance policy, provide each Owner with written notice of the change and a copy of the insurance certificate reflecting the change within thirty (30) days of the date the Corporation receives the insurance certificate:
  - (i) the amount of the deductible payable in the event of a claim;
  - (ii) the replacement value of the coverage;
  - (iii) any addition to permitted exclusions;
  - (iv) the Standard Insurable Unit Description;
  - (v) the amount of insurance obtained with respect to the Owner's Unit and the fixtures and finishing in the Unit;
  - (vi) the name of the Corporation's insurer, and whether the Corporation's insurer will offer the Owner additional insurance coverage for any Improvements in the Unit;  
or
  - (vii) any other matter prescribed in the Regulations;
- (f) Notwithstanding anything to the contrary herein contained, maintain, repair and replace as needed all delivery and distribution systems, as defined in the *New Home Buyer Protection Act* (Alberta), whether on the Common Property or within a Unit, and to the extent that same are within a Unit they shall be deemed to be Managed Property hereunder;
- (g) subject to any obligations imposed by these Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property, Managed Property, Privacy Areas or a Unit over which such Owners are granted exclusive right of use, maintain and repair (including replacement where reasonably necessary):
  - (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). The Corporation shall wash, in its sole discretion, the exterior surfaces of all inaccessible windows and all Common Property windows;
  - (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, the Common Property and the Managed Property

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- 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 or Managed 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), the Managed Property 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 and the Managed 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, patio surfaces, 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 and the Managed Property, including underground sprinkler system;
- (h) 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, in the Province of Alberta, with a chartered bank, trust company, Province of Alberta Treasury Branch or credit union incorporated under the *Credit Union Act*, within the time required by the Act;
  - (i) 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, the Common Property and the Managed Property where the repair or replacement is of a nature that

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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) maintain the funds for the Capital Replacement Reserve Fund in a separate trust account(s) in the name of the Corporation and such funds shall not be comingled with any other funds of the Corporation or any other condominium corporation;
- (ii) 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; and
  - (D) such other items as may be prescribed under the Act or the Regulations.
- (iii) 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;
- (iv) no later than 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;
- (v) within ten (10) days of receipt of a 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 in accordance with the Regulation to any Owner, any person purchasing a Unit or any mortgagee of a Unit;
- (j) deposit all monies that the Corporation is in receipt of that is paid to or for the benefit of the Corporation into a separate account in the Province of Alberta at a chartered bank, trust company, Province of Alberta Treasury Branch or credit union incorporated under the *Credit Union Act* within three (3) days, exclusive of holidays and Saturdays, from the day

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that the Corporation received the money in an account designated as a trust account registered in the name of the Corporation;

- (k) 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;
- (l) clear, to a degree consistent with the County 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 and the Managed 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 and the Managed Property PROVIDED THAT the general cleaning and day to day 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;
- (m) 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;
- (n) provide for adequate storage of recyclable materials and organic materials on the Common Property, and arrange for regular collection of recyclable materials and organic materials from the Parcel;
- (o) 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 16.1(1) of the Act;
- (p) 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;
- (q) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and the Managed Property and replace, in the discretion of the Board, any lawns, trees or shrubs which die;
- (r) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or



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not) may be charged back to the responsible Owner if determined appropriate by the Board;

- (s) repair, replace and maintain windows, doors and sliding glass doors on the exterior walls of the buildings. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner; and
- (t) control, manage, maintain and administer the parkade, if any.

The Owner's conduct prior to being an Owner will not make it responsible for any repair, replacement, or maintenance.

**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, the Common Property, the Managed 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 Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or Occupant thereof;
- (f) subject to Bylaw 66, grant to an Owner a lease or a licence 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 or licence, as the case may be, 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

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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) subject to Bylaw 66, grant to an Owner the right to exclusive use and enjoyment of part of the Common Property (INCLUDING extra parking space or storage space) by way of assignment, lease or licence, or grant to an Owner 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 of exclusive use and enjoyment by way of assignment and such grant of special privileges to be terminable on reasonable notice;
- (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 the Managed Property, including without limitation any Amenity Space, and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property and the Managed Property generally including the commencement of an action under Section 36 and/or Section 67 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 in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- (l) charge interest under Sections 39 and 400 of the Act and Section 76 of the Regulation 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;

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- (r) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of these Bylaws including, but not limited to, obtaining an order of the court restricting or prohibiting the occupancy of a Unit by an Owner or a tenant;
- (s) have access to a residential Unit and Storage Unit, if any, upon twenty-four (24) hours' notice to an Owner, and at reasonable times, and have access to any parking Unit at any time, 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 Developer shall appoint an interim Board within thirty (30) days of registration of the Condominium Plan. The interim Board shall initially consist of at least one (1) nominee of the Developer, in the discretion of the Developer.
- (b) 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, Spouses of the resident Owners, representatives of corporate Owners or representatives of mortgagees who have notified their interests to the Corporation. The representatives of corporate Owners or representatives of mortgagees need not be Owners or mortgagees. 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.
- (c) A Board member who is an individual must be eighteen (18) years of age or older.
- (d) 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.
- (e) Every member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships they may have with the Corporation either contractual, financial or employment related and shall refrain from voting on any matter of conflict. A Board member is not required to resign if a conflict exists or if he, she, or it or his, her, or its employer is being sued by or suing the Corporation.
- (f) Every member of the Board, in exercising the powers and discharging the duties of the office of member of the Board, shall:

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- (i) act honestly and in good faith with a view to the best interests of the Corporation;  
and
  - (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (g) 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 they were not personally present shall not become a member of the Board unless they have 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, unless otherwise not qualifying.

**11. REMOVAL FROM BOARD**

The Corporation may, by Ordinary Resolution at a special General Meeting, remove any member of the Board before the expiration of their term of office and appoint another person eligible hereunder in their 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. A representative of a corporation member resigning is not a vacancy, and the corporation will be entitled to replace the representative.

**13. QUORUM FOR BOARD**

A quorum for the Board is a majority of Board 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. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural

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actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain quorum. A member of the Board may participate in a meeting of the Board by electronic means, telephone or other communication facilities that permit all persons participating in the meeting to hear each other, and such member is deemed to be present at such meeting. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members (and representatives) and invitees of the Board. Each representative of a corporation Owner will count as an individual member.

**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 Chairperson of the Board and shall have a casting vote to break a tie in addition to their original vote. A person ceases to be an officer of the Corporation if they cease 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. CHAIRPERSON OF BOARD MEETINGS**

The President shall act as Chairperson of every meeting of the Board where they are 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 Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting. Each meeting of the Board shall be held within the County 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) An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be ratified and documented into the minutes at the next meeting of the Board.
- (d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, they must disclose their interest, not be present for the discussion and refrain from voting on such agreement or transaction and shall not be

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counted when determining whether quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act.

- (e) Being an employee or representative of the Developer is not itself a conflict of interest under these Bylaws.
- (f) All meetings of the Board shall be conducted according to the rules of procedure adopted by the Board.
- (g) Each representative of a corporation on the Board will have one vote.

**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 them, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as they 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 Managed Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any legally valid restriction imposed or direction given at a General Meeting, 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 crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation and such crime coverage insurance or 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

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- (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 legally 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, purchasers 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, purchasers 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 them, make the books of account available for inspection at a time convenient to such Board member;
- (h) for the year after the Turnover General Meeting and at least once a year thereafter, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered professional 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 or reviewed 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 or notice to reader report within one hundred and twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor or review shall be

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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) promptly following any change of directors, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a 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; and
- (m) after the Turnover General Meeting by the Developer and thereafter as required, file or cause to be filed at the Canada Revenue Agency, a Statement of GST, if required, a corporate tax return and an updated annual non-profit information return for 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 their office;
- (b) dies;
- (c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by them as an Owner;
- (d) is more than thirty (30) days in default of a judgment by a court of any money owing to the Corporation;
- (e) becomes a bankrupt as defined in the *Bankruptcy and Insolvency Act* (Canada) or any legislation passed in substitution therefor;
- (f) becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act* (Alberta) or any legislation passed in substitution therefor or replacement thereof;
- (g) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act* (Alberta) or any legislation passed in substitution therefor or replacement thereof;



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- (h) is convicted of an indictable offence;
- (i) attends any Board meeting intoxicated by alcohol or incapacitated by drugs or other substances;
- (j) 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 their office be vacated;
- (k) ceases to qualify for membership pursuant to these Bylaws;
- (l) 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;
- (m) is refused bonding, at a reasonable premium, by a recognized bonding institution.

**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. Until the Turnover General Meeting, only one member of the Board is required to sign any instrument.

**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**

- (a) The first annual General Meeting shall be held within the time prescribed under the Act. Thereafter, 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 County unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.
- (b) Concurrently with the giving of notice of an annual General Meeting in accordance with Bylaw 27 below, the Corporation shall provide to each Owner and mortgagee who has notified their interest to the Corporation copies of the minutes of all board meetings that have been held since the last annual General Meeting.

**25. SPECIAL GENERAL MEETINGS**

All General Meetings other than annual General Meetings shall be called special General Meetings.

**26. CONVENING SPECIAL GENERAL MEETINGS**

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than fifteen (15%) 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 fifteen (15%) per cent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) per cent of the total Unit Factors convene a special General Meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The requisition must include the nature of the business to be dealt with at such special General Meeting. The agenda for such meeting shall include any legally valid items specified by the requisitioning person.

**27. NOTICE OF GENERAL MEETINGS**

- (a) The Corporation shall send a preliminary notice of an annual General Meeting in writing at least sixty (60) days before the date of the annual General Meeting and such preliminary notice shall contain all items that may be prescribed under the Regulations.
- (b) A minimum of fourteen (14) days' notice of every General Meeting specifying the place, date and the hour of the meeting, and in the case of Special Business the nature of such business including the proposed wording of any resolutions, shall be given to all Owners and mortgagees who have notified their interests to the Corporation.
- (c) 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.
- (d) 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 a General Meeting, with the exception of the calling of roll and certifying proxies, giving notice of the meeting, the consideration of accounts and financial statements, appointments of auditors and solicitors, election of the Chairperson and resignation and election members to the Board, 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.

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- (d) Items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business (including Special Business) may be conducted or approved by Ordinary Resolution.
- (e) If at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.
- (f) Within thirty (30) days after an annual General Meeting, the Corporation shall provide to an Owner or mortgagee who has given notice to the Corporation, the approved or draft minutes of the annual General Meeting and a copy of the notice filed at the Land Titles Office that reflects the current composition of 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**

- (a) 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.
- (b) If within twenty (20) minutes from the time appointed for a special General Meeting a quorum is not present, the meeting shall be at an end and no business shall be transacted.

**31. CHAIRPERSON FOR GENERAL MEETINGS**

The President of the Board shall be the Chairperson of all General Meetings or in their absence from the meeting or in case they shall vacate the chair, the Vice-President of the Board shall act as Chairperson provided always that if the President and Vice-President are both absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairperson.

**32. ORDER OF BUSINESS FOR GENERAL MEETINGS**

The Order of Business at General Meetings, and as far as is appropriate at all special General Meetings, shall be:

- (a) if the President and Vice-President of the Board shall both be absent or elect to vacate the chair or refuses to act, the election of the Chairperson of the meeting;
- (b) calling of the roll, certify proxies and establish quorum;
- (c) proof of notice of meeting or waiver of notice;

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- (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 Capital Replacement Reserve Fund (if an annual General Meeting);
- (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 AT A GENERAL MEETING**

- (a) At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands (being one vote per Unit), unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. A demand for a poll need not be seconded. Unless a poll is so demanded, a declaration by the Chairperson 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.
- (b) Notwithstanding anything to the contrary herein contained, and unless a poll vote is demanded as per paragraph 33(a), above, the Chairperson, if they determine 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 Chairperson deems fit that is consistent with and in compliance with these Bylaws and the Act. A person who owns 2 or more Units may vote in respect of each Unit in an election.
- (c) 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 Chairperson 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 Chairperson of the

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meeting is entitled to a casting vote to break a tie in addition to their original vote. A demand for a poll may be withdrawn at any time prior to the vote. No demand for a poll need be seconded.

**35. VOTING CALCULATION**

- (a) 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.
- (b) The Following must be recorded in the minutes of any General Meeting:
  - (i) The results of whether or not a resolution has passed in a show of hands vote;
  - (ii) The recorded numbers of Units and Unit Factors voting in favour of and against a resolution in a poll vote; and
  - (iii) The text of resolutions adopted by the Corporation.

**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:

- (a) be in writing under the hand of the appointer or their attorney, and shall be delivered to the Corporation in hard copy or electronic format;
- (b) indicate whether the proxy is intended to be a general and continuing proxy or is effective only for a particular meeting;
- (c) indicate the name and Unit number of the Owner or mortgagee giving the proxy;
- (d) indicate the name of the individual to whom the proxy is being given (a proxy need not be an Owner or a party otherwise eligible to vote);
- (e) indicate the date that the proxy is given; and
- (f) bear the signature of the Owner or mortgagee giving the proxy, or in the case of an Owner or mortgagee that is not an individual, the signature of the person authorized to sign for that Owner or mortgagee.

**38. ELIGIBILITY TO VOTE**

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of their Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised by the presence of any such

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defaulting Owner shall be included in the count for quorum constitution purposes pursuant to these Bylaws.

**39. VOTE BY CO-OWNERS**

- (a) Where a Unit is owned by more than one person, the co-Owners or any of them may vote by proxy.
- (b) On any poll, each co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to their interest in the Unit.
- (c) If a Unit is owned by two (2) or more persons as tenants in common:
  - (i) where only one co-Owner attends a meeting, and none of the other co-Owners have given proxies in accordance with these Bylaws, the vote of the co-Owner in attendance represents the entire Unit and all associated Unit Factors for such Unit; and
  - (ii) where more than one co-Owner attends a meeting (in person or by proxy) then the Unit's vote and associated Unit Factor votes are divided among such co-Owners in attendance (in person or by proxy) in proportion to their respective ownership share in the Unit, with any remaining Unit Factor votes that are unallocated in accordance with the foregoing being allocated to the first person named on the Unit's certificate of title.
- (d) If a Unit is owned by two (2) or more persons as joint tenants:
  - (i) Where only one co-Owner attends a meeting, casts a vote or gives a proxy to an individual other than a joint tenant in the Unit, that co-Owner's vote represents the entire Unit and all associated Unit Factors; and
  - (ii) Where more than one joint tenant attends a meeting, casts a vote or gives a proxy to an individual other than a joint tenant in the Unit, then the Unit's vote and associated Unit Factor votes are divided among the Unit's co-Owners on the basis of their respective (equality of) ownership share in the Unit, with any remaining Unit Factor votes that are not represented at such meeting (in person or by proxy) being allocated to the first person named on the Unit's certificate of title.

**40. RESOLUTION OF THE OWNERS**

A resolution of the Owners in writing signed by each Owner or their 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.

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**42. TRUSTEE VOTE**

Where an Owner is a trustee, they 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. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any judgment by a court for any money owing to the Corporation by the Owner is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

**44. VIOLATION OF BYLAWS** 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, their servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within three (3) business 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 legal costs on a solicitor and their own client full indemnification basis, 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, their servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which three (3) business 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 on a solicitor and their own client full indemnification basis. 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 or rule or regulation established pursuant to these Bylaws 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 three (3) business days from the date the notice is delivered to the Owner allegedly in breach. 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 these Bylaws. If the breach is not rectified to the reasonable satisfaction of the Board and if the

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Board is not satisfied with the Owner's response, if any, to the notice of breach within the time period for rectification specified in the notice, then upon resolution, the Board may impose a reasonable non-monetary (in the case of a breach of a Bylaw or a rule or regulation established pursuant to these Bylaws) or monetary (in the case of a breach of a Bylaw) sanction on the Owner or any tenant of the Unit, the minimum monetary sanction to be Fifty (\$50.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars or such lower amount as may be prescribed under the Act or the Regulations, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified.

- (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 and/or Section 67 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.
- (f) A fine or sanction may not be imposed upon the Developer or its agents, employees, officers, or directors.

**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 a special General Meeting and give at least fourteen (14) days' notice to all Owners and registered mortgagees who have registered their interest with the Corporation.
- (b) 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



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the Unit Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner pursuant to these Bylaws.

- (c) 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 may 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 Board or 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 (if any);
- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.
- (e) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or the Managed 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.
- (f) 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.
- (g) Notwithstanding anything to the contrary herein expressed or implied:
  - (i) Each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit, or the Common Property by:
    - (A) the Owner;
    - (B) members of the Owner's family;
    - (C) the Owner's tenants, Occupants, or members of their families;
    - (D) the Owner's invitees and contractors or licensees;

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(E) the pets of any of the foregoing;

that are not required by these Bylaws to be insured against by the Corporation (or are in fact insured against by the Corporation, whether required or not, but only up to the amount of the insurance deductible).

- (ii) The Corporation shall repair such damage to the Unit (for which the Corporation is responsible) or Common Property in a manner satisfactory to the Board or its representative, acting reasonably. The Owner responsible agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit.

**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 and Part 6 of the Regulations, the following insurance:

(i) Fire insurance with extended coverage endorsement for such perils as required by the Act and the Regulations (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 of the insurable Managed Property;

(C) all insurable property of the Corporation, both real and personal of any nature whatsoever;

(D) all of the Units, including for certainty Units owned by the Developer, as if all Units (in the case of residential Units) contained the features, fixtures and finishing described in the applicable Standard Insurable Unit Description, BUT EXCLUDING Improvements, furnishings and other personal property of each Owner whether or not installed in the Unit; **FOR CERTAINTY, EACH OWNER IS RESPONSIBLE TO INSURE ANY IMPROVEMENTS TO THEIR UNIT;** and

for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds:

(1) all Owners from time to time;

(2) all mortgagees who have given written notice to the Corporation;

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- (3) the Corporation; and
- (4) the Board of Directors, the Officers and any person referred to in Bylaw 18 hereof

(hereinafter collectively called the "**Insureds**") as their respective interests may appear;

- (ii) boiler and vessel insurance, if any boilers and vessels exist;
  - (iii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees, Occupants or tenants, incidental to the ownership and/or use the Common Property, the Managed 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;
  - (iv) 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 them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been an officer of the Corporation or a member of the Board, except as to matters as to which they shall be finally adjudged in an action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of an officer of the Corporation or of a member of the Board honestly and in good faith;
  - (v) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property or the Managed Property;
  - (vi) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
  - (vii) 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) For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 47 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.
- (c) 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;

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- (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) the policy shall be written on a stated amount basis;
  - (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; and
  - (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.
- (d) Annually after the Turnover General Meeting, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Managed 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, Managed 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 these Bylaws and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate.
- (e) 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 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.
- (f) Notwithstanding anything aforesaid, all proceeds or insurance on loss or claim shall be paid to the Insurance Trustee (if any), or the Corporation and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board, or its

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authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.

- (g) 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 Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the Unit however caused.
- (h) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that:
  - (i) an Owner (or member of their family, their Occupants, their tenants or members of their families, their invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the claim or potential claim; or
  - (ii) the loss or damage or the cause of the loss or damage that gave rise to the claim or potential claim originated from the Owner's Unit;

the Corporation, at the discretion of the Board, may recover the deductible portion of the claim (whether a claim is made or not) from that Owner. Such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith and with the collection thereof (including legal costs on a solicitor and their own client full indemnification basis) incurred by the Corporation, and such monies shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit.

**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 excluding therefrom Units owned by the Corporation (or owned by the Developer but intended to be conveyed to the Corporation) and commonly referred to as "common property units", if applicable, or as otherwise set forth herein, provided that any expenses that in the sole discretion of the Board, acting reasonably and equitably, relate directly and solely to the maintenance, improvement, repair, replacement, restoration or operation of any one or more Units and not all the Units or any part of the Common Property that benefits any one or more Units and not all Units, may be charged and shall be paid solely by the recipient Units of such maintenance, improvement, repair, replacement, restoration or operation as the Board may determine;

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- (b) Without limiting the generality of Bylaw 48(a) above, the Common Expenses of the Corporation shall include the following:
- (i) All levies or charges on account of garbage removal, recycling removal, organic material removal, electricity, water, sewer, gas and fuel services supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
  - (ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
  - (iii) All the charges on account of cleaning or sweeping of all parking areas, walkways, lawn maintenance and landscaping and for debris removal from Common Property and Managed Property not designated as a Privacy Area (except parking stalls) and snow removal from all walkways, parking areas and roadways;
  - (iv) All charges on account of lighting fixtures situated on Common Property, Managed 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, Managed 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, Managed 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, roof and other structural costs of the buildings;
  - (xi) The cost of maintaining fidelity bonds or crime coverage insurance 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

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electricity or water and which is used by the Corporation for purposes of operating or maintaining Common Property or Managed Property; and

- (xiv) All charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit for which it is responsible or the Common Property or Managed Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless up to the insurance deductible amount is charged back to an Owner in accordance with these Bylaws.
- (c) At least Thirty (30) days prior to the start of each fiscal year the Corporation shall deliver to each Owner:
  - (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 in accordance with these Bylaws.
- (d) The Board may assess against any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner of assessment shall be notified to the Owner or Owners being assessed and without limiting the generality of the foregoing, allocation and assessment of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.
- (e) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles, and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may include a reasonable provision for contingencies and shall include a reasonable provision for the Capital Replacement Reserve Fund.
- (f) 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.
- (g) 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.
- (h) 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

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the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.

(i) The Corporation shall, on the application of an Owner, purchaser or mortgagee, or any person authorized in writing by them, 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.

(j) 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 and the basis on which that amount was determined;
- (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 and/or recreational agreement;
- (iv) a copy of the current budget of the Corporation;
- (v) a copy of the most recent financial statements of the Corporation;
- (vi) the particulars of any post-tensioned cables that are located anywhere on the Project;
- (vii) a copy of the Bylaws of the Corporation;
- (viii) a copy of any minutes of proceedings of a General Meeting of the Corporation or of the Board;



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- (ix) the particulars of or a copy of any subsisting lease or exclusive use agreement with respect to any portion of the Common Property;
  - (x) the amount held in the Capital Replacement Reserve Fund or any other replacement reserve fund;
  - (xi) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
  - (xii) a statement setting forth any structural deficiencies in the Project that the Corporation is aware of at the time of the request;
  - (xiii) 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.
- (k) 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 themselves from liability for the contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or Managed Property or by vacating or abandoning the Unit.
- (l) 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; provided such fee is not payable in the case of the Developer, if the request is made in the first three years after the Turnover General Meeting.

**49. SPECIAL ASSESSMENTS**

If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Corporation's obligations, 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 Bylaw 48(a) 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, contributions, installments, payments and liens for unpaid assessments, contributions, installments and payments shall be governed by the following terms:

- (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 of such Owner.

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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 and charge 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 their own client full indemnification 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) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a solicitor and their own client full indemnification basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, installments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to Section 39(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, installments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- (c) 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;
- (d) 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;

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- (e) The Owners specifically acknowledge and agree that in so far as liens, claims or charges for unpaid contributions, assessments, installments or payments arise they shall specifically extend the statutory limitation periods as prescribed by law in the Province of Alberta, including, but not limited, to those prescribed under the *Limitations Act* RSA 2000, c. L-12, as amended or replaced from time to time, to a period of 10 years;
- (f) 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;
- (g) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and their 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, their 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 a Unit Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manger 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 said Unit Owner but this shall not prevent the enforcement against the said Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not. The Corporation authorizes the Manager to issue an estoppel certificate certifying the payment of contributions notwithstanding that such payment may be subsequently dishonoured or stopped by a financial institution.

**52. LEASING OF UNITS**In the event that any Owner desires to lease or rent their Unit the Owner shall, prior to the commencement of a lease or the tenant taking possession of the Unit, whichever is first:

- (i) provide the tenant with a copy of these Bylaws;
- (ii) deliver written notice to the Corporation setting out:
  - (A) the address of the Owner at which the Owner may be served with notices;
  - (B) the name, telephone number and email address of the tenant;
  - (C) the names of any other persons that will be residing in the Unit with the tenant;
  - (D) the term of the lease including any options to extend the lease; and

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- (E) the year, make, model, colour and license plate number for any vehicles of the tenant; and
- (iii) deliver to the Corporation an undertaking, in form satisfactory to the Corporation, in writing and signed by the tenant, that (i) the tenant undertakes to comply with and be bound by the provisions of the Act and of the Bylaws of the Corporation, in effect from time to time, as if the tenant was the Owner, (ii) acknowledging that the tenant will be liable to the Corporation for any contravention of the Act or the Bylaws, (iii) acknowledging that the tenant is aware that the Bylaws are subject to change, (iv) confirming that in the event of any conflict between the terms of the lease and the Bylaws or the Act, the Bylaws or the Act, as the case may be, shall prevail, (v) confirming that the tenant has received a copy of the Bylaws from the Owner and (vi) undertaking to provide the Corporation with a certificate of insurance evidencing a valid tenant's liability policy of insurance within ten (10) days of the tenant occupying the Unit, and thereafter within ten (10) days of request by the Corporation.
- (b) In the event that any Owner desires to lease or rent their Unit, the Owner shall not be released from any obligations hereunder or pursuant to the Act and shall be jointly and severally liable with the tenant with respect to such obligations.
- (c) The Owner shall deliver written notice to the Corporation whenever there is a change to the information required to be provided pursuant to Bylaw 52(a)(ii) above, within ten (10) days of such change, including without limitation where such tenancy has come to an end.
- (d) 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 Units under Section 54 of the Act; and
  - (iii) make applications to the Court under Sections 55 and 56 of the Act.
- (e) 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 they rent 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.
- (f) Any lease of a Unit shall comply with and be a tenancy governed by the Residential Tenancies Act, SA 2004, c. R-17.1, as amended from time to time.

**53. 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:

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- (a) personally delivered to the recipient;
- (b) sent by prepaid mail to:
  - (i) the Owner at the address of their Unit or other known address;
  - (ii) the address shown on the Certificate of Title to the Unit;
  - (iii) the Corporation at its address for service shown on the Condominium Plan; or
  - (iv) a mortgagee at its address shown on the Certificate of Title to the Unit; or
- (c) delivered by email to an electronic address provided to the Corporation by an Owner.

Any notice given by mail shall be deemed to have been received forty-eight (48) hours after it is mailed, any notice delivered personally shall be deemed to have been received upon actual delivery, and any notice delivered by electronic means shall be deemed to have been received twenty-four (24) hours after it is sent. An Owner or mortgagee may at any time, in writing, advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or mortgagee, as the case may be, for the giving of notices. 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. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or email.

**54. 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.

**55. 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.

**56. 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 Bylaw 57 shall be deemed to be a resolution of the Board. A corporation that owns more than one Unit may hold a number of positions on the Board equal to the number of Units that it owns. So, for example, a corporation that owns three Units may have elected and allow up to three (3) positions of the three (3) to seven (7) positions on the Board at the time.

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**57. 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 their 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 they are a member of the Board they shall be entitled to two (2) votes (or more than two (2) votes if they have been designated as an alternative representative by more than one member), 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.

**58. 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, if any; 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, leased or licensed by the Board, if any; and
- (iii) a storage locker which may be assigned, leased or licensed by the Board or Developer, if any;
- (iv) a parking unit, if any, which may be assigned, leased or licensed by the Board; and

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 and except as provided in any lease or license of the same, 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 ice, slush, snow and debris, in its discretion, from roadways 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 for mowing all grass on the Common Property (including in Privacy Areas);

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- (d) If the Owner shall fail to properly maintain any such Privacy Area assigned to them after ten (10) days' notice to them 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. Such monies and costs shall be recoverable by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and their own client full indemnification basis);
- (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.
- (h) Any parking stall or Parking Unit designated as a Privacy Area to or owned by an Owner shall be maintained by such Owner on a day to day basis in a clean and slightly condition at the sole expense of such Owner PROVIDED THAT the Board shall be responsible for removing gravel, ice, slush and snow, in its discretion, and structurally maintaining the parking stall or parking Unit. The parking stall or parking Unit shall not be used for any purpose other than parking motor vehicles. Without limiting the generality of the foregoing, an Owner shall not store any items or personal property in or on a parking stall or parking Unit, for any length of time.
- (i) Any member of the Board or employee of the Corporation who observes that an Owner or their agents, licensees or invitees are violating the provisions of Bylaw 62(f) may contact the County parking authority requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the violator's vehicle by such towing, or to such vehicle while on the Common Property or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Common Property by such violation. All such costs referred to in this paragraph shall be recoverable by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and their own client full indemnification basis).
- (j) Each of the residential Units and the parking Units and storage areas, if any, in respect thereof are hereby charged with the following restrictive covenants:
  - (i) an Owner of a residential Unit shall not permit any person to use or occupy the parking Unit or storage areas (whether under lease, license or otherwise) unless

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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;

- (ii) an Owner of a 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;
- (iii) an Owner of a residential Unit who mortgages or otherwise encumbers the residential Unit shall also secure the parking Unit and storage areas, 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 areas, if any;
- (iv) an Owner of a residential Unit shall not sell, partition or otherwise divide any interest in the parking Unit or storage areas, if any, so as to diminish its size;
- (v) an Owner of a 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);
- (vi) an Owner or Occupant of a residential Unit shall not erect any structures, improvements or fixtures on or within the parking Unit or storage areas, if any, or alter or add to the parking Unit or storage area, if any, without the prior written consent of the Board in each instance;
- (vii) an Owner of a residential Unit shall not use those portions of the Common Property or the Managed Property adjacent to the parking Unit or storage areas, if any, other than for access to and egress from the parking Unit or storage areas, if any;
- (viii) an Owner or Occupant of a residential Unit shall not allow the parking Unit or storage areas, if any, to become or remain in an untidy or unsightly condition; the parking Unit and storage areas, 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 areas, if any, and to other parking Units and storage areas, if any, and if any damage is caused by any party, such party shall restore the damaged parking Units and storage areas, 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 areas (in the case of a storage areas 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;



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- (ix) an Owner shall not use the parking Unit or storage areas, 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;
- (x) an Owner shall not sell, lease or otherwise dispose of any parking Unit or storage areas, if any, not allocated to or designated for a residential Unit, except subject to the Restrictive Covenants herein contained; and
- (xi) no person shall own a parking Unit or a storage areas if they do not also own a residential Unit.

**59. 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.

**60. INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Corporation shall indemnify every member of the Board, Manager, officer or employee and their heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which they 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.

**61. 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;

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- (b) any member of the Board or Owner may, from time to time, be reimbursed for the actual and reasonable expenses incurred by them 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.

**62. USE AND OCCUPANCY RESTRICTIONS**

- (a) In this Bylaw:
  - (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; and
  - (ii) **"Owner"** includes a tenant.
- (b) The cost of repair or maintenance of the Common Property or the Managed Property caused by the neglect, deliberate act or omission of an Owner or their Occupant, will be charged to that Unit Owner.
- (c) The Board may make policy statements and rules as it deems appropriate to clarify the general restrictions set forth in these Bylaws and those policy statements and rules shall have the same force and effect as any Bylaw once the Board has given written notice to all Owners through such means as the Board deems proper.
- (d) The restrictions in use of Units have the following purposes:
  - (i) to provide for the health and safety of condominium Occupants;
  - (ii) to maintain the Common Property and Units in such a manner as to preserve property values; and
  - (iii) to develop a sense of community.
- (e) Subject to Bylaw 66, an Owner SHALL NOT:
  - (i) use their Unit, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the Project, for any commercial professional or other business purposes, for hotel or guest house type purposes or for any other purposes involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "class 1 home occupation" as defined in the relevant County bylaw, provided that such home occupation does not require deliveries, signage, storage of stock-in-trade, or public visits to the Unit. No Owner or Occupant shall use a Unit to provide a day care centre or commercial baby-sitting services without the prior written consent of the Board, which consent may be arbitrarily withheld. No yard sale shall be held without the prior written consent of the Board;

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- (ii) unless the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) or its agents, employees, contractors, officers, or directors, make or permit noise in or about any Unit or the Common Property, allow any odour to emanate or escape from the Unit, or conduct themselves in any manner 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 4:00 p.m. and 9:00 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. Without limiting the generality of the foregoing, 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;
  - (E) A pet that is not properly licensed where a license is required by the County;

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 or the Managed Property, causing damage to the Common Property or the Managed 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 any of the Common Property, their Unit or their Privacy Area. All pets approved must be hand leashed on the Common Property or Managed 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 County Bylaws in effect in the County with regard to animals at any point in time

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shall have effect within the Common Property and the Managed Property and County officers are hereby authorized and are permitted to enforce County Bylaws on the Common Property and the Managed Property. All pets must be vaccinated as required by the County. An Owner agrees to pay to the Corporation the cost of any repairs or damage to the Common Property or the Managed Property necessitated by and caused by an approved pet and such costs shall be receivable by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and their own client full indemnification basis);

- (iv) keep within a Unit or on any Privacy Area any fish tank(s) or aquatic tank(s) with a maximum individual (or cumulative, where there is more than one such tank) volume that is greater than 60 gallons;
- (v) keep within a Unit any waterbed or other furniture that is inflated or filled with water;
- (vi) use or permit the use of the Unit other than for residential purposes except as specifically permitted in these Bylaws;
- (vii) permit the Unit to be occupied as a place of residence by more than two (2) persons per bedroom (whether adult or minor) 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 County or any Provincial law or authority;
- (viii) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns), as part of the construction of the Project or any repair thereto, 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, 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;
- (ix) permit rugs, blankets, flags or laundry (INCLUDING bathing suits and towels) to be hung other than inside the Unit;
- (x) erect or place any building, structure, tent, trailer or motorhome (either with or without living, sleeping or eating accommodation) or any other item on the Common Property, the Managed Property or on any Privacy Area assigned to them 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, the Managed Property or any Privacy Area;
- (xi) 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, the Managed Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, extension cords, fences, hedges,

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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, on the Common Property or on the Managed Property without the prior written consent of the Board. Upon removal of any approved item, an Owner shall restore the Common Property and/or the Managed Property to its previous condition prior to such installation as approved by the Board;

- (xii) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in the Unit, on the Common Property or on the Managed 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;
- (xiii) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) in the first three years after the Turnover Annual General Meeting, 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;
- (xiv) 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, County or otherwise;
- (xv) 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;
- (xvi) deposit customary household refuse, garbage, recycling and organic materials outside their Unit other than in proper secure garbage bags which are tightly wrapped and tied, and placed in the garbage receptacles or containers provided by the Corporation or the County; provided the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) may place bins for its own use on the common property for the purposes of disposing of waste related to its development and sale of its Units in the Project (including but not limited to any repairs or renovations related to the same). Additionally:

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- (A) all bulk and hazardous waste items such as discarded household furnishings, electronic equipment, appliances, tires, paint, packing cartons or crates that the County will not normally collect shall be removed from the Project by the Owner at their sole cost and expense;
  - (B) no Owner shall leave garbage, recycling or organic materials outside a Unit or on a Privacy Area;
  - (C) all recyclable or organic material items for which bins are provided shall be carried in non-drip containers and placed in such bins to be disposed of as directed by the Board and/or the County; and
  - (D) burning or smoldering material or flammable liquids or aerosol cans may not be placed in the garbage, recycling or organic materials receptacles, containers or bins;
- (xvii) unless the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) or its agent, employee, officer, director or contractor, erect, place, allow, keep or display signs, billboards, advertising matter, "for sale" or "for rent" signs, "open house" signs, or other notices or displays of any kind on the Common Property or the Managed Property including any Privacy Area assigned to them 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. Professional security signs are allowed in flower beds or in windows without approval. Otherwise, no signs shall be placed anywhere on the landscaped area;
- (xviii) unless the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) or its agent, employee, officer, director or contractor, place a realtor lock box anywhere on the Common Property or the Managed Property without the prior written consent of the Board;
- (xix) permit any member of their household, guests or visitors to trespass on the part of the parcel to which another Owner is entitled to exclusive occupation;
- (xx) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) and as reasonably prudent for the completion or sale of the Project (including but not limited to carrying out any renovations or repairs), obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by their family, guests or visitors or their vehicles;
- (xxi) shake mops, dusters, rugs, blankets of any kind or throw anything out of any windows or doors or on the Common Property or the Managed Property, nor permit anything of this kind to be done;
- (xxii) allow the Unit or Privacy Area assigned to them to become unsanitary, untidy or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property or the Managed Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner as a

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contribution. An Owner shall not allow mail or other papers to accumulate in a mailbox;

- (xxiii) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) and as prudent for the completion or sale of the Project (including but not limited to carrying out any renovations or repairs), 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. Such monies and costs shall be recoverable by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and their own client full indemnification basis);
- (xxiv) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it was made or 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, paint, towels, rags, personal hygiene products, wipes, garden soil or other solid plant-growing media or similar solid or emulsifying substances;
- (xxv) leave water running unless it is in actual use in any Unit;
- (xxvi) be responsible for snow removal other than from their patio or balcony, if any. No Owner shall shovel snow or run water on to the Privacy Area of another Owner;
- (xxvii) 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 them to be kept anywhere except inside the respective Unit when not in actual use. Additionally:
  - (A) each Owner will comply with all requests of the Board or its representatives regarding storage of such items;
  - (B) lawn furniture, reasonably sized and professionally manufactured storage boxes, and flower pots on a balcony or patio are permitted, provided that the balcony or patio membrane or surface will in no way be compromised or damaged;
  - (C) propane, natural gas and electric barbeques are permitted, but shall only be used at least 18" inches from the side of the building, and provided that the siding will in no way be compromised or damaged;

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- (D) bicycles shall not be taken through the Common Property to Owner's Units, and shall not be stored on balconies or patios;
  - (E) 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;
  - (F) Nothing shall be hung from the exterior of the building or attached to a fence without the prior written consent of the Board;
- (xxviii) store bicycles anywhere other than in the bicycle racks provided by the Corporation, if any;
  - (xxix) prevent or prohibit access to and use of exterior water taps or electrical plugs on Privacy Areas for purposes of maintaining Common Property or the Managed Property;
  - (xxx) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) and as prudent for the completion or sale of the Project (including but not limited to carrying out any renovations or repairs), without the prior written approval of the Board, have any right of access to those portions of the Common Property or the Managed Property used from time to time for utilities areas, building maintenance, storage areas not specifically assigned to them under these bylaws, operating machinery or any other parts of the Common Property or the Managed Property used for the care, maintenance or operation of the Project generally;
  - (xxxi) 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;
  - (xxxii) 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 or the Managed Property;
  - (xxxiii) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) and as necessary for the completion or sale of the Project (including but not limited to carrying out any renovations or repairs), render a Unit unfit for human habitation. An Owner shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control;
  - (xxxiv) 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;
  - (xxxv) 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 or the Managed 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**



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**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);

- (xxxvi) 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 except within the time period of two (2) weeks prior to and two (2) weeks after the occasion. No Christmas tree shall be left on a balcony, patio or placed in any garbage receptacle or on any other Common Property or Managed Property and must be removed from the Project by February 15, weather permitting;
- (xxxvii) hang a flag, wind sock or wind chime anywhere on the Common Property, Managed Property or Privacy Area without the prior written consent of the Board;
- (xxxviii) install a hot tub anywhere on the Project;
- (xxxix) use any skateboard, scooter, in-line skates, trick bicycles at or any similar equipment on the Common Property or the Managed 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, the Common Property or the Managed Property by any other Owner or Occupant. No ramps for such activities are allowed on the Common Property or the Managed 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 or the Managed Property;
- (xl) bring or store any commercial shopping carts on the Common Property, the Managed Property or into any Unit in the Project other than to unload groceries or parcels and immediately return the same to the authorized location;
- (xli) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns) and as prudent for the completion or sale of the Project (including but not limited to carrying out any renovations or repairs), move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners; provided the foregoing will not apply to the Developer's customers;
- (xlii) grow cannabis in a Unit;
- (xlili) Smoke, vape or allow smoking or vaping of tobacco, cannabis or any other substance in any Unit or anywhere on the Common Property, the Managed Property or a Privacy Area. An Owner shall not throw any smoking or combustible materials whatsoever out of windows, over balconies, or onto any Common Property or Managed Property;

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- (xlv) 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 their unit is not lower than 15 degrees Celsius;
  - (xlv) except if the Developer and as necessary for the completion or sale of the Project (including but not limited to carrying out any renovations or repairs), without the written consent of the Board, have any right of access to those portions of the Common Property or Managed Property used from time to time for mechanical systems, utilities areas, building maintenance, operating machinery or any other part of the Common Property or Managed Property used for the care, maintenance or operation of the Project generally;
  - (xlv) use or permit any member of their household, guests or visitors to use the Common Property except in strict accordance with any rules and regulations therefor which may be established by the Board from time to time and upon publication of a rule or regulation so made by the Board, the same shall be binding upon each Occupant of a Unit, their visitors and guests and any violation of such rules and regulations may result in the loss of use of the applicable Common Property for a period as decided by the Board;
  - (xlvii) except if the Developer (including its affiliates, subsidiaries, nominees, directors, shareholders, successors or assigns), leave a Unit vacant or unattended to in excess of seventy-two (72) hours without inspection by the Owner or their agent; and
  - (xlviii) bring, make or advance any claim through or with any third party new home warranty provider with respect to the Common Property or the Managed Property, and for certainty, only the Board may make such claims.
- (f) Subject to Bylaw 66, with respect to motor vehicles, an Owner SHALL NOT:
- (i) 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;
  - (ii) wash motor vehicles anywhere on the project except in compliance with county/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;
  - (iii) carry out any repairs or adjustments or servicing (including oil changes) to Private Motor Vehicles on the Project;
  - (iv) 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;

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- (v) 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 or the Managed 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;
  - (vi) keep anywhere on the Common Property or the Managed Property any Private Motor Vehicle which is not currently licensed, insured or not in operating condition without the prior written consent of the Board;
  - (vii) drive any motor vehicle on the Common Property or the Managed 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;
  - (viii) park or allow any Occupant of a Unit to park in visitor parking (except visitors as specifically allowed in these Bylaws);
  - (ix) 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;
  - (x) allow visitors (which, for certainty does not include members of the Owner's household) to their 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;
  - (xi) 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;
  - (xii) 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;
- (g) Except as provided in Bylaw 66 and unless the Developer (including its agents, employees, contractors, officers and directors, when an Owner or Occupant uses any part of the Common Property for greater than fifteen (15) minutes for deliveries or moving in or moving out of a Unit, the following provisions shall apply:
- (i) the Manager or Board must be given at least seven (7) days prior notice for moves, and forty-eight (48) hours prior notice for furniture and chattel deliveries;
  - (ii) an Owner or Occupant shall only move or schedule deliveries between the hours of 9:00 a.m. and 6:00 p.m. and in blocks of time not to exceed three (3) hours;
  - (iii) boxes must be flattened and placed in the appropriate recycling bins, and household items such as mattresses, furniture and electronics shall not be disposed of anywhere on the Project;

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- (iv) vehicles being used for moves shall not be permitted to back into the front entry of the building or up to the patio of any Unit, and shall remain on the paved areas of the Common Property intended for vehicular traffic;
- (v) any violation of the above procedures will be subject to a monetary sanction pursuant to Bylaw 44 at the sole discretion of the Board; and
- (vi) any moving fees and monetary sanctions shall be set and may be changed by the Board from time to time, at their sole discretion.

The foregoing does not apply in respect of the initial sale of a Unit by the Developer and the associated moving in, which will be subject to the Developer's rules and regulations only.

- (h) An Owner shall ensure that the Occupants comply with those requirements that the Owner must comply with under this Bylaw 62.

**63. 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.

**64. 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.

**65. 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 the Managed Property or project whether for non-profit or charitable purposes or otherwise without the written permission of the Board.

**66. DEVELOPER'S MANAGEMENT AND RIGHTS**

- (a) Notwithstanding anything to the contrary contained in these Bylaws, during such time as the Developer (or any of its affiliates, subsidiaries, nominees, directors, shareholders, successors and assigns, which will all be considered to be the "Developer" for this Bylaw 66), is the Owner of one (1) or more Units, it shall be entitled to, and have the right in its sole and absolute discretion:
  - (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, the Managed Property and portions thereof. Such right will include

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- without limitation the right to maintain and place signage and other items, have members of the public attend at the sales office, and to have sales staff present;
- (ii) to use the Common Property and the Managed Property for the purpose of displaying signs to indicate the sale of Units (or any units to be comprised within any other Subsequent Phase) and maintaining show suites or a sales centre on the Common Property or Managed Property for such purposes and including but not limited to the bringing and allowing of prospective purchasers and lenders in and upon the Residential Building and portions thereof and allowing access upon the Common Property and the Managed Property to the contractors to complete the Building, or any Subsequent Phases;
  - (iii) to show its Units and all parts of the Project (excluding Units owned by other persons) to the public at times and in the manner that it in its sole and absolute discretion determines appropriate;
  - (iv) to temporarily disrupt utility services to the Project for a reasonable period if and when determined desirable for the completion or repair of the Common Property or a Unit or any part thereof; provided the Developer will use commercially reasonable efforts to forewarn the Corporation of any interruption. The Corporation shall provide the Developer with access to all utility lines and utility rooms in the Project and any boxes, panels, or other access means in respect of the same to assist with respect to the same;
  - (v) to approve modifications and renovations to interior of Units, which the Developer will have no liability for (including as a result of negligence);
  - (vi) to attend all meetings of the Board;
  - (vii) to erect scaffolding, waste disposal bins, or other relevant items on the Common Property; provided the Developer shall restore any and all damage caused by the same;
  - (viii) to store machinery and equipment on the Common Property and/or Parking Units owned by the Developer; and
  - (ix) to park any vehicles anywhere on the Project.
- (b) Notwithstanding anything to the contrary contained in these Bylaws, during such time as the Developer, is the Owner of one (1) or more Units:
- (i) the Developer and its employees, designates, agents, consultants, contractors, trades and suppliers shall have continuous unrestricted access to the Project (excluding Units where title has been conveyed to an Owner), at times convenient to the Developer and the Developer's its employees, designates, agents, consultants, contractors, trades and suppliers, to complete development and construction of the Project and to remedy any and all defects and deficiencies thereto and to make adjustments thereto;

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- (ii) the Developer may require the Corporation and each of the Owners to consent to, agree to, execute, and deliver to the Developer one or more easement, encroachment, instrument, agreement, and/or other matter affecting the Parcel, the Condominium Additional Plan Sheet, and/or the titles to one or more Units as is prudent to complete and ensure the proper operation of the Project, as determined by the Developer, acting reasonably, and each Owner and the Corporation shall agree to, execute, and deliver to the Developer all such easements, encroachments, instruments, agreements, and consents or agreements to other matters;
- (iii) the Developer may require the Corporation and each of the Owners to agree and resolve to amend the Bylaws, Condominium Plan, strata subdivision plan, and/or ECR Agreement so as to ensure the proper operation of the Project and to correct any error or defect in the same, all as determined by the Developer, acting reasonably, and each Owner and the Corporation shall and does hereby agree to such amendment;
- (iv) the Develop may modify the Condominium Plan and strata subdivision plan to correct errors or to address non-material changes that are determined prudent by the Developer so long as not materially impacting the value of any Unit;
- (v) the Developer may require the Corporation lease or license certain portions of the Common Property to the Developer so long as such leases or licenses are in accordance with the proper operation of the Project. The Developer may assign such lease or licenses at a profit to one or more persons. Upon notice that it has assigned such a lease or assignment, the Developer will be immediately released of all liability under the lease without further act. The term of the lease or license will be determined by the Developer. The Developer will pay a one-time payment of \$1.00 as rent under the lease or license;
- (vi) each Owner hereby appoints the Corporation as its attorney to enter into the easements, encroachments, instruments, and agreements, and to agree and consent to other matters as are requested by the Developer under Bylaw, and hereby authorizes such registrations and resolutions, including but not limited consenting to registrations against their respective Unit title as may be required to give effect to this Bylaw 66;
- (vii) the Corporation, the Board, the Manager, and each member of the Board shall provide its reasonable cooperation to the Developers in all matters related to the sale, marketing, development, and operation of the Project; provided the same does not make any of the foregoing persons a partner of any Developer, and such partnership is hereby denied;
- (viii) the Corporation shall (and shall cause its manager to) promptly and free of charge (taking no more than five days) provide information that is required to be provided pursuant to the Act and such other information requested by a Developer, from time to time, to the Developer and its purchasers and potential purchasers and their and/or the Developer's lenders;

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- (ix) the Developer will be entitled to the exclusive use of at least two visitor parking stalls for the purposes of parking for its customers and potential customers;
  - (x) the Developer and its customers will not be bound by any Rule that unreasonably interferes with the Developer's customers moving into their Units;
  - (xi) the Developer will not be bound by any provision of these Bylaws to the extent the same interferes or restrict its ability to construct and complete the Project, as determined by the Developer in its sole discretion;
  - (xii) the Developer will be entitled to carry out construction work on the Project during hours determined by the Developer in its sole discretion, and the work or the consequences thereof will not be considered a violation of these Bylaws regardless of any nuisance or disturbance cause by the same;
  - (xiii) the Developer is not required to obtain Board or Corporation approval to carry out any work or renovations within a Unit; and
  - (xiv) the Corporation and every Owner, occupant, and mortgagee hereby remises, releases, and forever discharges each Developer of every action, cause of action, suit, debt, duty, claim, demand right or right of action of whatsoever nature in respect of or related to such disruptions and every claim, loss, cause, or expense caused by or related to any disruptions in utilities. And, the Corporation and every Owner, occupant, and mortgagee hereby remises, releases, and forever discharges the Original Owner of every action, cause of action, suit, debt, duty, claim, demand, right or right of action of whatsoever nature in respect of or related to such disruptions and every injury, loss or, and damage caused by or related to such disruptions.
- (c) During such time following registration of the Condominium Plan, but prior to the Turnover General Meeting of the Owners:
- (i) 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 Turnover General Meeting of the Corporation.
  - (ii) the Developer will not be required to maintain any account for the replacement reserves related to its managing and administering the Project, except as disclosed in the budget (if at all);
  - (iii) the Developer shall not be required to provide any accounting of expenditures or receipts related to its managing and administering the Project nor to provide or make any resolution;
  - (iv) subject to its right to be reimbursed as provided above, the Developer is responsible for all costs of maintenance, upkeep, and security of the Project until it has turned the same over to the Corporation;

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- (v) the Developer is entitled to undertake maintenance and make repairs to the Project as determined desirable by the Developer, and those repairs and maintenance will be deemed to have been made by the Developer as agent for the Corporation and at the request of the Corporation; and
- (vi) the Corporation and each Owner shall not resolve to terminate the condominium status without the written consent of the Developer.
- (d) 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 on a solicitor and his own client full indemnity basis, 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.
- (e) Notwithstanding anything to the contrary herein contained, during such time following registration of the Condominium Plan, but prior to the Turnover General Meeting of the Owners, and prior to condominium contributions being levied by the Board, the Developer shall be entitled to charge occupancy fees to Owners in accordance with the Act.
- (f) The Developer is not required to contribute as an Owner and its Units will be exempted from the cost of any litigation against the Developer.
- (g) The Corporation shall not fine or otherwise sanction the Developer.

**67. ECR AGREEMENT**

- (a) The Board is responsible for the administration of the ECR Agreement. Any rights under the ECR Agreement to inspect or carry out maintenance, repairs, or replacements to other burdened parcels may not be exercised by any Owner without the consent of the Board in each instance.
- (b) Each Owner upon taking title hereby agrees to be bound by and shall be bound by the ECR Agreement.
- (c) This Bylaw is obtained partially in trust by the Corporation for the benefit of owners of other parcels burdened or benefited by the ECR Agreement, and each may rely on this Bylaw 67 without further authorization.

**68. LAWSUIT**

- (a) The potential for significant adverse consequences to the Corporation of legal proceedings involving material disputes merit careful evaluation and consideration before committing the Corporation to a course of action. As a result, the Corporation shall evaluate those consequences in accordance with this Bylaw before pursuing significant legal proceedings (being proceedings in excess of \$250,000). Proceedings by the Condominium Corporation to collect delinquent assessments including an action to foreclose the Condominium Corporation's lien, or proceedings to enforce the provisions of these Bylaws are not



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significant legal proceedings for purposes of these Bylaws, and those actions may be brought without regard to the procedures stated in these Bylaws.

- (b) The Condominium Corporation shall make the following determinations and summarize the same in a written report (the "**Litigation Report**") prior to commencing any litigation, administrative proceedings, arbitration proceedings, or mediation ("**Proceedings**"), except as provided below for an emergency filing:
  - (i) The principal amount sought to be recovered;
  - (ii) An estimate of the amount of legal fees which will be chargeable to the Corporation at each stage of the Proceedings (e.g., prior to commencing litigation, prior to any arbitration hearing, mediation, or trial, those to be incurred at mediation, arbitration, or trial, those that may be incurred at any subsequent trial de novo or appeal, and in the collection of any judgment or award);
  - (iii) Whether the legal fees will be charged on an hourly or contingent basis;
  - (iv) The estimated cost of all witnesses or investigators including bookkeepers, accountants, consultants, investigators, contractors, and experts;
  - (v) The factual and legal basis supporting the Corporation's claims in the Proceedings;
  - (vi) The legal and factual basis of any defense or counterclaim against the Corporation;
  - (vii) An estimate of the amounts which the Corporation may be required to pay if it does not prevail in the Proceedings including the principal amount claimed and recoverable legal fees and costs of litigation;
  - (viii) A legal opinion prepared by legal counsel who is independent from the legal counsel whom the Corporation proposes to hire to pursue the Proceedings, and which contains a "valuation" of the Corporation's claims on the basis of the actual amounts in dispute, the likelihood of the Condominium Corporation prevailing on those claims, and the merit of the defenses to those claims; and
  - (ix) An evaluation of any negative consequences the Corporation could suffer by reason of the proposed Proceedings including the impact of required disclosures on any Unit sales or refinancing while the Proceedings are pending.
- (c) The Corporation may make any filing necessary to satisfy a statute of limitations deadline or deadline imposed by the Alberta Rules of Court prior to completing the procedures stated in these Bylaws, provided however, the Corporation may not incur or commit itself to expending more than \$25,000 in connection with any such Proceedings prior to fulfilling the requirements of these Bylaws. In any event, the Corporation shall satisfy the requirements of this Bylaws within 90 days after making any such emergency filing.
- (d) If the Proceedings are proposed to be against the Developer, the Condominium Corporation must first make all reasonable efforts to contact the Developer, prior to commencing the Proceedings, and provide the Owners with a written report detailing all such efforts so made.

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- (e) If the amount involved in the Proceedings exceeds \$250,000, then the Condominium Corporation shall transmit the Litigation Report together with the Corporation's recommendation to each Owner.
- (f) Any officer or director of the Corporation may be personally liable for the consequences of any failure to satisfy the requirements of this Bylaw or the failure to exercise reasonable business judgment in satisfying those requirements.
- (g) If any litigation relates to construction or the state of the building, the Corporation must obtain two reports (each from a duly professional engineer or architect) setting out whether the defect or deficiency with construction exists and whether or not the same is a violation of the Building Code that is applicable to the Project. At least one of the engineers and/or architects must be at arm's length from any future company hired to remediate or supervise the remediation of any defect or deficiency.
- (h) Nothing hereunder shall prevent the Corporation from filing or pursuing any warranty claim with a warranty provider but only to the extent of that warranty.

**69. RELEASE**

The Corporation and each Owner and mortgagee acknowledges and agrees that the Developer has provided no warranty in respect of the Common Property that is in excess of that provided through the warranty provider. It is acknowledged and agrees that this was the basis on which each of the original Owners bought their Unit and that such arrangement was disclosed to them at the time of purchase.

**70. SPECIAL RESOLUTION**

The Special Resolution approving these Bylaws is a Special Resolution approving actions taken under Bylaw 66.

I, the Secretary of the Corporation certify that on the \_\_\_<sup>t</sup> day of \_\_\_\_\_, 202\_\_, 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.

(c/s)

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Secretary

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SCHEDULE "A"

TO BYLAWS OF CONDOMINIUM CORPORATION NO. TBD  
"STANDARD INSURABLE UNIT DESCRIPTION"

The Standard Insurable Unit Description for ALL residential Units is as follows:

<b>ITEM</b>	<b>TYPICAL STANDARD FIXTURES AND FINISHING</b>
<b>Floor coverings, wall coverings and ceiling coverings:</b>	
<b>Electrical lines and fixtures, including lighting fixtures:</b>	
<b>Plumbing lines and fixtures:</b>	
<b>Natural gas lines and fixtures:</b>	
<b>Fixtures with respect to air exchange and temperature control:</b>	
<b>Walls that do not form the unit's boundaries, and any windows and doors located in those walls:</b>	
<b>Cabinets and counter tops:</b>	
<b>Non-chattel appliances:</b>	
<b>Floor coverings, wall coverings and ceiling coverings:</b>	

*\*\* The above Standard Insurable Unit Description is a notional description of the typical standard fixtures and finishing in all residential units. Any modifications/replacements of materials, standard fixtures and finishing outlined above shall be of equal or better quality provided such modifications/replacements will not materially change the standard fixtures and finishings. \*\**