

RED HAUS

BYLAWS OF CONDOMINIUM CORPORATION NO. 051 4332

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #071 187 674 ON APRIL 20, 2007.

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Personal Information Protection Act, S.A. 2003, c. P-6.5 ("PIPA"): The Board of Directors shall endeavour to keep individual Owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the 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 Condominium Corporation No. 051 4332 for the purpose of repealing, substituting and replacing the Bylaws registered in the South Alberta Land Registration District as instrument #071 187 674 on April 20, 2007.

I. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning, all capitalized terms shall have the following meanings:

- (a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) "Amenity" or "Amenities" means those areas of the Common Property intended for the exclusive recreational use and enjoyment of the Residential Unit Owners and Occupants and their invitees which may include some or all of the following:
 - (i) courtyard, walkways and garden area;
 - (ii) gazebo and picnic area;
 - (iii) exercise room;
 - (iv) social room;
 - (v) bicycle/scooter storage; and
 - (vi) foyers;
- (c) "Apartment Unit" or "Apartment Unit Owner" means those Units intended for residential use or the persons who are registered as the "Owners" thereof;
- (d) "Board" means the Board of Directors of the Corporation;
- (e) "Bylaws" means the registered Bylaws of the Corporation, as amended from time to time;
- (f) "Capital Replacement Reserve Fund" means the 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;
- (g) "Common Expenses" mean the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
- (h) "Common Property" means the internal drive aisles and roadway system, the landscaped areas and so much of the Parcel which is designated as Common Property on the Condominium Plan and all of the Parcel that is not comprised in or does not form part of any Apartment Unit, Parking Unit or Storage Unit and including such additional portions of the Parcel designated as Common Property Units, which pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain, repair and replace as if the same were traditional or conventional Common Property;

- (i) "Common Property Unit(s)" means Units #1, #2, and #5 created upon the registration of Bare Land Condominium Plan No. 051 4332, Unit #419 created upon the registration of Redivision Plan No. 071 0026, Unit #755 created upon the registration of Redivision Plan No. 091 0106, Unit #1094 created upon the registration of Redivision Plan No. 111 1016, and Unit #1405 created upon the registration of Redivision Plan No. 131 2043, which Units are intended for the common use by Owners which, pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain, repair and replace as if the same were conventional Common Property;
- (j) "Condominium Plan" means the Bare Land Condominium Plan registered at the Land Titles Office under the Act as No. 051 4332, and includes all Redivision Plans subsequently registered under the Act;
- (k) "Corporation" means the condominium corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 051 4332";
- (l) "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;
- (m) "General Meeting" includes both annual and special General Meetings and means those meetings, held upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;
- (n) "Improvements and Betterments" means those enhancements, renovations or modifications to the Unit during construction by the builder or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original builder;
- (o) "Insurance Trustee" means a person, firm or corporation 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 Board is the Insurance Trustee;
- (p) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (q) "Manager" means any condominium property manager contractually appointed by the Board;
- (r) "Municipality" or "Municipal" means the City of Calgary;
- (s) "Occupant" or "Tenant" means the rightful and lawful Occupant or lessee of a Unit, whether or not the Occupant is an Owner, for more than thirty (30) days in any calendar year;
- (t) "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 the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - (ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;
- (u) "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 an Occupant or a Tenant;
 - (v) "Parcel" means the land comprised in the Condominium Plan;
 - (w) "Parking Unit" or "Parking Unit Owner" means those Units intended for parking Private Motor Vehicles thereon, or the persons who are registered as the "Owners" thereof;
 - (x) "Privacy Area(s)" means those areas being part of a Common Property Unit or Common Property which may be designated by the Corporation for the exclusive use of an Owner pursuant to Bylaw 58 which the Board deems suitable for exclusive use in conjunction with a Unit;
 - (y) "Private Motor Vehicle" means cars, light trucks up to three-quarter (3/4) ton size, minivans, motorcycles and sport utility vehicles;
 - (z) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units, Common Property and Common Property Units;
 - (aa) "Redivision Plan(s)" means the Condominium Plans of Redivision of original Condominium Plan No. 051 4332;
 - (bb) "Regulation" means the *Condominium Property Regulation*, currently being Alberta Regulation 168/2000, and any other Regulation made from time to time in substitution, replacement or addition therefor by the Lieutenant Governor in Council for Alberta pursuant to the Act;
 - (cc) "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 under these Bylaws. Special Business may or may not require to be passed by a Special Resolution;
 - (dd) "Special Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or

- (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- (ee) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not they are legally married;
- (ff) "Storage Unit" or "Storage Unit Owner" means those Units intended for storage, or the persons who are registered as the "Owners" thereof;
- (gg) "Unit" means an area described as a Unit in the bare land Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the *Surveys Act*, R.S.A. 2000, c. S-26, respecting subdivision surveys and any Unit shown on a Redivision Plan, but does not include the Common Property Units. In particular, for the purposes of these Bylaws, "Unit" shall include for the Apartment Units:
 - (i) all window screens and screen doors and window and door hardware;
 - (ii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple or any substance used in lieu installed throughout the Unit;
 - (iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood lookalikes;
 - (iv) all non-load bearing partitions, including their studs;
 - (v) all items not necessarily common to all Units including, but not limited to, intercommunication systems and security systems, whether they were installed at the time of Unit construction or at a later date;
 - (vi) all electrical and natural gas appliances and fixtures in the Unit;
 - (vii) all Unit plumbing including pipes and fixtures inside the interior finishing of the exterior floors, walls and ceilings of a Unit including, but not limited to:
 - A) bathroom fixtures such as baths, showers, toilets, sinks and fans;
 - B) plumbing traps and drains;
 - C) kitchen sink and pipes under sink;
 - D) all water taps (kitchen and bathroom); and
 - E) in-suite laundry facilities;

- (viii) all Unit electrical including, but not limited to, panel circuit breakers, wire, fixtures, cables and conduits inside the interior finishing of the exterior floors, walls and ceilings of a Unit; and
- (ix) all Unit natural gas lines, valves and other controls;
- (hh) "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; and
- (ii) "Utilities" means all shallow and deep Utilities as are installed for the use and enjoyment of the Units including, but not limited to, all mains, pipes, wires, sewers, ducts and cables related to the provision of all sewage, water, sanitation, gas, electrical transmission, telephone, telecommunication and cable television facilities to the Units.

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*, R.S.A. 2000, c. L-4 or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time, or in any statute or statutes passed in substitution thereof. Words importing the singular number also include the plural, and vice versa, and words importing a reference to one gender shall include reference to other genders, as required, and words importing persons include firms and corporations and vice versa, where the context so requires.

2. MISCELLANEOUS PROVISIONS

In addition:

(a) 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.

(b) Rights of the Corporation and Owners

The rights and obligations given or imposed on the Corporation or the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.

(c) Conflict with Act

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

(d) 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.

II. THE OWNERS

3. DUTIES OF THE OWNERS

An Owner SHALL:

- (a) permit the Corporation and its agents at all reasonable times and on a minimum of twenty-four (24) hours' written notice (except in case of an Emergency Situation when no notice is required), subject always to the Act, to enter his Unit for the purpose of:
 - (i) inspecting the Unit;
 - (ii) maintaining, repairing, restoring, renewing, replacing or operating Common Property;
 - (iii) ensuring the proper operation of the Common Property, including all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities and capable of being used in connection with the enjoyment of more than one (1) Unit or Common Property;
 - (iv) ensuring that the Bylaws are being observed;
 - (v) doing any maintenance and repair work for the benefit of the Corporation generally; and
 - (vi) gaining access to meters and/or valves relating to any utility.

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

- (b) forthwith:
 - (i) carry out all work that may be ordered by the Municipality or public authority in respect of his Unit;
 - (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (c) duly and properly clean, repair, maintain and, when required, replace (SUBJECT TO the prior written consent of the Corporation as to the type and specifications for any window and door hardware, screen door or air-conditioning equipment) at the expense of the Owner:
 - (i) the interior of his Unit including all appliances and all fixtures, improvements and additions to the interior of the Unit;
 - (ii) with regard to windows and doors:

- A) all windows located on the interior walls of a Unit and any window screens, all window hardware (including cranks, hinges and latches) and any adjustments thereto. The Owner shall wash, as required, the exterior surface of all accessible windows;
- B) all doors located on the interior walls of a Unit, screen doors and storm doors, and all door hardware (including hinges, knobs, locking devices, security viewers, parkade garage door openers and remotes) and any adjustments thereto. An Owner shall paint the interior surface of Unit access doors and wash, as required, the exterior surface of all Unit access doors; and
- C) interior trim of all windows and Unit access doors including caulking, painting, weather stripping and weather seals;

No Owner shall alter any window or door hardware or locking mechanism on the exterior of the Unit without prior written consent of the Board as to style, quality or colour;

- (iii) all taps, faucets, drain plugs and assemblies, sinks, bathtubs and shower enclosures;
- (iv) the smoke detectors in the Unit;
- (v) mailbox locks and keys;
- (vi) the bulb in the light fixture attached to the exterior of his Unit;
- (vii) any self-contained heating, ventilation or air-conditioning/cooling system installed with the prior written consent of the Board; and
- (viii) interior dryer vent hardware;

and keep the Owner's 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) on a day to day basis, maintain and keep in a neat, clean and tidy state and appearance, consistent with and in total integrity with the balance of the Project, any Privacy Area (and the watering and maintaining of any plants or landscaping therein) which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58. If the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply;
- (e) not paint the exterior of his Unit or Common Property nor make any repairs, additions or alterations to the exterior of his Apartment Unit, Parking Unit, Storage Unit or Common Property or to the plumbing, mechanical or electrical systems within his Unit which may affect another Unit or Common Property without first obtaining the written consent of the Board;

- (f) make a reasonable effort to clear snow, slush, dirt and debris from his balcony or patio. Snow removal from common drive aisles, roadways, parking areas and walkways shall be done by the Corporation;
- (g) except as otherwise specifically permitted herein, not do or permit anything to be done that may cause damage to or that will alter the appearance of the Common Property (INCLUDING any Privacy Area to which the Owner has been granted exclusive use) and not make any repairs, additions or alterations to the exterior of his Unit (INCLUDING the structure and all interior and exterior load bearing and partition walls) of which his Unit forms a part or to the common plumbing, common mechanical or common electrical systems within his Unit without first obtaining the written consent of the Corporation therefor and the Owner shall be responsible for the maintenance and repair of any such approved changes or additions made by the Owner;
- (h) not do any act or permit any act to be done or alter or permit to be altered, his Unit (except as otherwise specifically permitted herein) or any building, in any manner whatsoever which will alter either of the appearance or level or grade of his Unit or Privacy Areas or of any other Units or the appearance of any building thereon and similarly not permit the established surface contours and surface drainage system to be altered in any manner whatsoever without the prior written consent of the Board;
- (i) use and enjoy Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors and to be respectful and courteous to and respect the rights of such other Owners, their families and visitors;
- (j) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause any insurance maintained by the Corporation to be cancelled, declined or its premium rates increased 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;
- (k) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with his Unit;
- (l) 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 his Unit to similarly comply;
- (m) pay to the Corporation (or, if requested, to the Manager) when due all contributions levied or assessed against his Unit and all other amounts due from him to the Corporation under 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;
- (n) pay to the Corporation all legal and collection expenses incurred as a result of it having to take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the

Corporation under these Bylaws, and such expenses shall be paid on a solicitor and his own client full indemnification basis;

- (o) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the building, Common Property or any Unit caused by or aggravated by, such Owner, his Occupants or invitees or originating from the Unit of such Owner, or by any default under these Bylaws by such Owner, his Occupants or invitees (regardless of whether an insurance claim is made by the Corporation or not);
- (p) carry a condominium Unit Owner's insurance policy in accordance with Bylaw 46 and in consultation with his professional insurance provider;
- (q) if requested by the Corporation, an Owner shall provide pre-authorized debit information and subscribe to an automated debit service, or provide twelve (12) post-dated cheques for the payment of such instalments for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- (r) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner or any returned automatic bank debit;
- (s) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to respond to any suggestion, complaint or question that is not in writing and properly submitted to the Manager;
- (t) be deemed to have consented to the use of security camera and surveillance equipment in the Project to be used by the Board as reasonably required to enforce Bylaws and efficiently manage the Project; and
- (u) not unreasonably interfere with the lawful activities of the Board or the Corporation.

III. THE CORPORATION

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 and administer the Common Property (except as hereinbefore and hereinafter set forth) including any Units for which the Corporation is responsible under these Bylaws, the Amenities, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) enforce any restrictive covenant, easement or similar agreement in which it is named a party and take all steps it deems necessary to uphold the restrictions and to manage, maintain and administer the said agreements and 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 deems fit to uphold and enforce these Bylaws;

- (c) maintain and repair (INCLUDING renewal and replacement where reasonably necessary) any common heating system with its pipes, wires, cables, ducts, conduits, plumbing, boilers, hot water tanks, sewers, sump pumps and other facilities such as the meter rooms and mechanical rooms 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 Common Property or Utilities outside the interior finishing of the exterior floors, walls or ceilings of a Unit;
- (d) maintain, repair and replace (subject to any obligations imposed by these Bylaws or by the Corporation upon any Owner to care for and maintain any part of their Unit, Common Property or any Privacy Area to which such Owner has been granted exclusive use):
 - (i) the exterior or outside surfaces of the buildings comprising the Units (EXCEPT to the extent the Owner is required to repair and maintain windows and doors under Bylaw 3(c)) including:
 - A) exterior cladding, roofing materials, eavestroughs, soffits, downspouts, exterior drains and exterior beams, foundations;
 - B) all windows on exterior walls of the Units (including the glazing, frames and exterior casing and mouldings);
 - C) all doors on the exterior walls of the Units (including the glazing, frames, and exterior casing and mouldings) and painting of the exterior surface finishing of Unit access doors;
 - D) exterior trim of windows and doors (including painting thereof);
 - E) any exterior caulking and repair of any leakage around windows, and doors; and
 - F) washing, as required, the exterior surface of all inaccessible windows;
 - (ii) suite numbers and light fixtures attached to the exterior of the Units on Privacy Areas;
 - (iii) all thermostats and zone valves, which repair and replacement shall be coordinated by the Corporation, at the direct cost of the Owner;
 - (iv) any exterior dryer vents and vents on the roof of any building;
 - (v) the structural maintenance of all Privacy Areas balconies and patios and their railings and posts;
 - (vi) all retaining walls and fences (including privacy screens and perimeter fences);

- (vii) the Project entrance features, Amenities, walkways and all landscaped areas, including lawn maintenance and mowing of grassed areas;
 - (viii) the entrance areas, lobbies, mail areas, stairs and stairwells, hallways, elevators and shafts and pits, storage areas, janitorial areas, any electrical, mechanical, telephone and machine rooms, the common security annunciators, intercoms and enter phone systems, the sprinkler systems and rooms and the garbage rooms, containers and enclosures;
 - (ix) the underground irrigation system and all Utilities outside the interior finishing of the exterior floors, walls and ceilings of the Apartment Units or on the Common Property; and
 - (x) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel and the Units including the structural maintenance of any area outside the interior finishing of a Unit, excluding Board approved Owner initiated improvements to Privacy Areas;
- (e) maintain and repair (INCLUDING renewal and replacement where reasonably necessary) the parkade, parkade ramp, Parking Units, Storage Units, parking areas, parkade overhead doors, any loading doors and loading areas, drive aisles and roadways including:
- (i) cleaning and washing;
 - (ii) painting and lighting;
 - (iii) surface maintenance; and
 - (iv) structural repairs;

PROVIDED ALWAYS THAT maintenance and repair expenses incurred by the Corporation as a result of an Owner's violation or default under these Bylaws or any rules, regulations or policies shall be charged back to the account of the said Owner and the Corporation shall have the same rights to recovery of such expenses as other assessed contributions;

- (f) 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, purchaser or mortgagee of a Unit, or the duly authorized agent of such Owner, purchaser or mortgagee, produce to the Owner, purchaser or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- (g) 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 or trust company or Province of Alberta treasury branch or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;

- (h) subject always to and in accordance with the Act and the Regulation:
- (i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair and prudent. It shall be used (and reasonably expected to provide sufficient funds) to pay for major repairs and replacements of:
 - A) any portions of the Units for which the Corporation is responsible;
 - B) any real and personal property owned by the Corporation; and
 - C) the Common Property;

where the repair or replacement is of a nature that does not occur annually. Funds from the Capital Replacement Reserve Fund may be used for the required report prepared by an expert examining the conditions of the property set forth in subparagraph (i) above;
 - (ii) maintain such funds in separate trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;
 - (iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the reserve fund report 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;
 - (iv) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - B) all payments made into and out of the 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;
 - D) the amount of the reserve fund projected for the current fiscal year;
 - E) total payments by ordinary or special resolutions into, and payments out of, the reserve fund for the current fiscal year; and

- F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;
- (v) 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 reserve fund report;
- (vi) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the Capital Replacement Reserve Fund; and
- (vii) within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the request at his own expense, a copy of the most recent reserve fund report, reserve fund plan or annual report;
- (i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Project, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- (j) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Parcel designated for vehicular or pedestrian traffic or parking, and keep and maintain in good order and condition all walkways and grassed and landscaped areas of the Common Property PROVIDED THAT the day to day care and maintenance of any Privacy Area shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;
- (k) provide adequate garbage, recycling and/or organic materials containers or enclosures on the Common Property for use by Owners and provide for regular collection from the Project for all Owners if the Municipality does not;
- (l) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 16.1 of the Act;
- (m) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of any easement, restrictive covenant, caveat or similar grant to any utility company, Municipality or local authority and comply with the terms of any restrictive covenants, utility rights-of-way or easements, grants or other interests applicable to the Parcel and registered against any Unit title;
- (n) establish, maintain and replace, at the discretion of the Board, lawns, trees and shrubs on Common Property;
- (o) repair, replace and maintain party walls separating Apartment 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 (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;

- (p) repair, replace and maintain windows and doors on the exterior walls of an Apartment Unit. 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 (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner; and
- (q) regulate, manage and control the use of the Amenities and may appoint or cause to be appointed a committee charged with such duties as the Board sees fit.

5. POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, MAY and IS HEREBY AUTHORIZED TO:

- (a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or the Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;
- (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%) percent of the Corporation's revenues as set out in the most recent financial statements of the Corporation 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 toward the Common Expenses 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) generally assign or designate to an Owner Privacy Areas and the right to exclusive use and enjoyment of part of the Common Property in respect of areas adjoining or relating to such Owner's Unit, or special privileges in respect thereof, for such consideration and on such terms and conditions as it deems requisite, and, except for the provisions of these Bylaws relating to the balcony or patio Privacy Area assigned to each Unit, any such grant to be terminable on such reasonable notice or as may be determined by the Board, unless the Corporation by Special Resolution otherwise resolves, and the Corporation may delegate its responsibility to care for and maintain all those Privacy Areas,

assigned, designated or granted hereunder to the appropriate Owner or Owners;

- (g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally, including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- (h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (i) 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;
- (j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any arrears contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (k) pay an honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution;
- (l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of any unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (n) acquire Parking Units or Storage Units for purposes of visitor parking, storage, resale or otherwise;
- (o) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (p) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any corporate body shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended from time to time) and do all things and have such rights, powers and privileges of a natural person; and
- (q) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

IV. BOARD MEETINGS

6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any lawful restriction imposed or direction given by Ordinary Resolution at a General Meeting, be exercised and performed by the Board.

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- (a) The Board shall consist of not less than five (5) nor more than seven (7) Owners, Spouses of Owners, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation and the Board shall be elected at each annual General Meeting (although members may also be elected or appointed at a special General Meeting). The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting adopted just prior to the election of the Board.
- (b) A Board member must be twenty-one (21) years of age or older.
- (c) Only one (1) Owner or their Spouse in respect of a Unit may sit on the Board at any point in time.
- (d) Every member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related, not be present for the discussion and refrain from voting on such matter of conflict.
- (e) Every member of the Board shall:
 - (i) exercise the powers and discharge the duties of the office of member of the Board 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.
- (f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) 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 for a two (2) year term. At each annual General Meeting of the Corporation, all the members of the Board whose terms have expired shall retire from office and the Corporation shall elect new Board members accordingly. A member of the Board shall be elected at an annual General Meeting for a term expiring at the conclusion of the annual General Meeting convened in the second (2nd) year following the year in which he was elected to the Board. At the first annual General Meeting following the registration of

these Bylaws, one half (1/2) of the Board Members shall be elected for a one (1) year term and the remaining Members shall be elected for a two (2) year term.

9. ELIGIBILITY FOR ELECTION OR RE-ELECTION TO BOARD

Those entitled to accept nomination must either be in attendance at the annual General Meeting or have agreed in writing to the nomination. A retiring member of the Board shall be eligible for re-election.

10. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at a special General Meeting, remove any member of the Board before the expiration of his term of office and appoint or elect another Owner in his place to hold office until the next annual General Meeting.

11. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 20, 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 Bylaw 7. Such appointed member shall have the same rights and responsibilities as duly elected Board members.

12. QUORUM FOR BOARD

A quorum of 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 actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

13. 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 and a Privacy Officer who shall hold their respective offices until the conclusion of the next annual General Meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairperson of the Board and shall have a casting vote to break a tie in addition to his original vote. A person ceases to be an officer of the Corporation if that person ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) or more offices.

14. CHAIRPERSON OF BOARD MEETINGS

The President shall act as Chairperson of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the 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. All meetings of the Board shall be held within the Municipality unless the Owners

agree, by Ordinary Resolution, at an annual General Meeting, to hold the meetings in another location. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members and invitees of the Board.

15. DUTIES OF OFFICERS

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

16. VOTES OF BOARD

Voting by Board members shall be governed as follows:

- (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 a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- (c) A Board meeting may be held by electronic means including web, video or teleconference. 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 documented into the minutes at the next scheduled 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, he must disclose his interest, not be present for the discussion and refrain from voting on such agreement or transaction and shall not be counted when determining whether a 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) All Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board.

17. FURTHER POWERS OF BOARD

The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting. All meetings of the Board shall be held in the Municipality PROVIDED THAT the Board may hold meetings by telephone conference call, video conferencing, or such similar method as will permit all Board members to hear all other participants in the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration

of the Common Property and the exercise and performance of the powers and duties of the Corporation;

- (c) subject to any legally valid restriction imposed or direction given pursuant to a resolution passed at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or any professional real property management firm 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, with 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. Under such contract, if a Manager handles money for the Corporation, the contract shall require the Manager to arrange crime/fidelity bond insurance under the Corporation's insurance policy to protect the Corporation. The fidelity bond is then 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 cover malfeasance by a Manager, the directors and officers, or its employees and shall be in the amount required by the Corporation but in any event at least the sum of:
 - (i) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and
 - (ii) the maximum balance of the operating account during the previous twelve (12) month period;

The amount of the crime coverage insurance or fidelity bond(s) shall be reviewed at least once every two (2) years;

- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- (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.

18. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- (a) subject to any legally valid restrictions imposed or directions given pursuant to an Ordinary Resolution passed at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;

- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- (c) cause minutes to be kept of General Meetings of the Owners and, upon the written request and at the expense of the person so requesting, provide copies thereof to Owners 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) deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation within three (3) banking days of receipt and all money paid to the Corporation is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;
- (f) keep all such trust money intact and not withdraw, convert, direct, borrow or commingle such money with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board;
- (g) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
- (h) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (i) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- (j) at least once a year, cause the books and accounts of the Corporation to be audited, reviewed or compiled 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 notified its interest to the Corporation in writing, a copy of the audited, reviewed or compiled Financial Statements of the receipts of contributions of all Owners toward the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report, a Review Engagement Report or a 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, reviewer or compiler shall be submitted to each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;

- (k) 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;
- (l) at all times, keep and maintain in force, all insurance required hereunder and by the Act and the Regulation to be maintained by the Corporation;
- (m) within thirty (30) days from the conclusion of the Corporation's annual General Meeting, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of each member of the Board;
- (n) promptly following a change in the membership of the Board, a change in the name of a member of the Board, or a change in the address of a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the change;
- (o) 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;
- (p) upon request and if required by the Canada Revenue Agency, file or cause to be filed a Statement of G.S.T., a corporate tax return and/or an updated annual non-profit information return for the Corporation;
- (q) upon 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 one or more of the following as requested by that person:
 - (i) the particulars of:
 - A) any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;
 - B) any unsatisfied judgment or order for which the Corporation is liable; and
 - C) any written demand made on 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;
 - (ii) a statement setting out the amount of the Capital Replacement Reserve Fund;
 - (iii) a statement setting out the amount of the contributions and the basis on which that amount was determined;
 - (iv) a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included on the Condominium Plan;
 - (v) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly

- payment, purpose of the loan, amortization period and default information, if applicable;
- (vi) the particulars or a copy of any subsisting or prior management agreement;
 - (vii) the particulars or a copy of any subsisting recreational agreement;
 - (viii) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
 - (ix) a copy of the budget of the Corporation;
 - (x) a copy of the annual financial statements;
 - (xi) a copy of the Bylaws;
 - (xii) in respect of a particular fiscal year, a copy of:
 - A) all approved minutes (of proceedings) of all General Meetings of the Corporation, if available;
 - B) draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request; and
 - C) approved minutes of Board meetings;
 - (xiii) a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xiv) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a Parking Unit or Storage Unit;
 - (xv) a consolidation of all the rules made by the Corporation under Section 32.1 of the Act;
 - (xvi) a list of the names and addresses for service of the members of the Board;
 - (xvii) the text of Ordinary and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;
 - (xviii) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;
 - (xix) copies of insurance certificates held by the Corporation;

- (xx) copies of policies of insurance held by the Corporation;
- (xxi) the current standard insurable unit description for the Apartment Units; and
- (xxii) copies of reserve fund plans, reserve fund reports and annual reports.
- (r) the Corporation may provide any prescribed information requested under this Bylaw in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form; and
- (s) 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 fees for the production thereof in accordance with the Regulation.

19. DEFECTS IN 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 appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

20. VACATING OFFICE OF BOARD MEMBER

The office of a member of the Board shall be vacated if the member:

- (a) resigns his office by notice in writing to the Corporation;
- (b) dies;
- (c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner;
- (d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;
- (e) is more than sixty (60) days in default of any obligation owing to the Corporation in respect of the Owner's Unit or Common Property;
- (f) or company, in the case of a company which is a member of the Board, is in arrears as set forth in subparagraph (c), (d) or (e) above, makes 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;
- (g) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3;
- (h) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- (i) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than two (2) years;

- (j) attends any Board meeting while intoxicated by alcohol or incapacitated by drugs or other substances;
- (k) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- (l) ceases to qualify for membership pursuant to Bylaw 7;
- (m) is refused bonding, at a reasonable premium, by a recognized bonding institution;
- (n) or Spouse of the member, commences any legal proceedings against the Board or the Corporation; or
- (o) violates or defaults under any Bylaw and has failed to remedy such violation or default after ten (10) days' notice to do so from the Board, or such shorter or longer date as may be specified in said notice.

21. 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 such officer or officers.

22. 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 (1) member of the Board or by the persons as may be authorized from time to time by resolution of the Board.

V. OWNERS' MEETINGS

23. ANNUAL GENERAL MEETINGS

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 Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

24. SPECIAL GENERAL MEETINGS

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

25. CONVENING SPECIAL GENERAL MEETINGS

The Board may, whenever it thinks fit, and shall, upon a requisition in writing:

- (a) by Owners entitled to vote representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;

- (b) 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%) percent of the total Unit Factors; or
- (c) from a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent 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 agenda for such meeting shall include any legally valid items specified by the requisitioners.

26. NOTICE OF GENERAL MEETINGS

Notices of General Meetings shall be as follows:

- (a) a minimum of fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting, and in the case of Special Business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation;
- (b) notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat; and
- (c) 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.

27. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

- (a) all business that is transacted at any annual or special General Meeting with the exception of the election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors, and resignation and election of members to the Board, shall be deemed Special Business;
- (b) the nature of such Special Business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
- (c) items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- (d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board;

- (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 consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum; and
- (f) within sixty (60) days after an annual General Meeting, the Corporation shall provide to any Owner or mortgagee who has given notice to the Corporation, the approved or draft minutes of the annual General Meeting.

28. QUORUM FOR GENERAL MEETINGS

Except as otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons with a right to vote is present at the time when the meeting proceeds to business. Persons representing not less than twenty-five percent (25%) of all Apartment Units present in person or by proxy shall constitute a quorum. An Apartment Unit may be represented by any one Owner or proxy.

29. LACK OF QUORUM

Adjournment for lack of quorum shall be as follows:

- (a) If within five (5) minutes from the time appointed for an annual General Meeting a quorum is not present, the meeting shall stand adjourned for five (5) minutes to allow further Owners to attend 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 fifteen (15) 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.

30. CHAIRPERSON FOR GENERAL MEETINGS

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

31. 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 or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairperson of the meeting;
- (b) calling to order by the Chairperson, certifying proxies and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes of General Meetings;

- (e) reports of officers (if any);
- (f) reports of committees (if any);
- (g) financial report;
- (h) appointment of auditors;
- (i) resignation of Board members whose terms have expired;
- (j) unfinished business (if any);
- (k) election of Board members whose terms have expired;
- (l) new business (if any);
- (m) Special Business (if any); and
- (n) adjournment.

VI. VOTING

32. VOTING AT GENERAL MEETINGS

At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy PROVIDED THAT the voting for election of members of the Board may be conducted by written secret ballot in such manner as the Chairperson deems fit that is consistent with and in compliance with these Bylaws and the Act. Unless a poll be 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. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

33. 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 meeting is entitled to a casting vote to break a tie in addition to his original vote. A demand for a poll may be withdrawn.

34. VOTING CALCULATION

Voting calculation shall be as follows:

- (a) On a show of hands, each Unit is entitled to one vote.
- (b) 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 by or mortgaged to them.

- (c) Notwithstanding anything to the contrary herein contained, the Chairperson, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.
- (d) An Owner has the right to vote with respect to each Unit owned and where required, the right to vote the Unit Factors for each Unit owned.

35. VOTES PERSONALLY OR BY PROXY

Votes at any General Meeting may be given either personally or by proxy.

36. PROXIES

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

37. 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 his 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 but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

38. VOTE BY CO-OWNERS

Votes by Co-Owners will be governed by the following terms:

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

39. RESOLUTION OF THE OWNERS

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

40. SUCCESSIVE INTERESTS

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

41. TRUSTEE VOTE

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

42. VOTING RIGHTS OF MORTGAGEE

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 voting conferred on an Owner may or shall be exercised by the mortgagee, and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

VII. BYLAW ENFORCEMENT**43. VIOLATION OF BYLAWS**

Where there is a violation of these Bylaws:

- (a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within three (3) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate), may be corrected, remedied or cured by the Corporation. Any costs or expenses incurred or expended by the Corporation including legal costs on a solicitor and his 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 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 infraction or violation of these Bylaws or any rules or regulations established pursuant to these Bylaws by the Owner, his servants, agents, licensees, invitees or Tenants, for which three (3) days' prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal costs on a solicitor and his own client full indemnification basis. Nothing herein shall be deemed to limit

any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

- (c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, the time specified shall be no earlier than three (3) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the initial monetary sanction to be up to Five Hundred (\$500.00) Dollars with a subsequent monetary sanction of up to One Thousand (\$1,000.00) Dollars to a total maximum amount of Five Hundred (\$500.00) Dollars for the first week for the first instance of non-compliance, and One Thousand (\$1,000.00) Dollars for each subsequent week or each week of any subsequent non-compliance (or such greater or lesser amount as may be permitted by the Act or Regulations thereto), to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate. The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified. If a Tenant of an Owner is alleged to be in breach, the notice shall also be served on the Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.
- (d) Where a person fails to abide by a sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction. Where the Corporation takes such proceedings, the defendant shall pay the Corporation's legal and other related expenses in respect of the proceeding.
- (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) Any member of the Board or employee of the Corporation who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 62.C may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Parcel in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The vehicle 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 Project by such towing, or to such vehicle while on the Parcel or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Project by such violation.

44. MEDIATION AND ARBITRATION

Any dispute respecting any matter arising under the Act or 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*, R.S.A. 2000, c. A-43 as provided in Section 69 of the Act.

VIII. DAMAGE AND INSURANCE

45. DAMAGE OR DESTRUCTION

Damage or destruction shall be governed by the Board in the following manner:

- (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%) percent 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 to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given to all Owners and mortgagees who have given notice.
- (b) Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the 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 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 have consented to such application. Upon termination of the condominium status:
 - (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - (ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, and the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any personal property or contents of any nature of kind in or upon any

Unit or in or upon any part of the Common Property designated as a Privacy Area or any other area granted for the exclusive use of any 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 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 and capable of being used in connection with the enjoyment of any other Unit or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit or building occasioned by such work and restore the Unit or building to its former condition, leaving the Unit or building 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) himself;
 - B) members of his family;
 - C) his Tenants or members of their families;
 - D) his invitees and contractors or licensees;
 - E) his pets; or
 - F) non-reporting of any damage to or repair or maintenance required that, if not repaired, remedied or rectified, may result in further damage to or further repair or maintenance required to any Unit or Common Property for which the Corporation is responsible;

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).

- (ii) The Corporation shall repair such damage to the Unit (for which the Corporation is responsible to repair) or Common Property in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Corporation shall properly account for all labour, materials, hourly rates and costs incurred. 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 his Unit to the same extent as it would be if it were a contribution levied against the Unit.

46. INSURANCE

The insurance of the Corporation shall be governed by the following terms:

- (a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and, in particular, Section 47 of the Act and Part 6 of the Regulation, to the extent available, the following insurance:
 - (i) fire insurance with extended coverage endorsement for such perils as set forth in the Act and the Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance industry, of physical loss or damage) insuring:
 - A) all of the insurable Common Property;
 - B) all insurable property of the Corporation, both real and personal of any nature whatsoever;
 - C) all of the Units (BUT EXCLUDING all Improvements and Betterments made to the Units and all furnishings, all appliances that are not affixed to the Unit, and other personal property of each Owner whether or not installed in the Building or Unit);

for the full replacement cost thereof, without deduction for depreciation;
and

 - D) the interests of, and naming as, insureds:
 - 1) all Owners from time to time;
 - 2) all mortgagees who have given written notice of their interests to the Corporation;
 - 3) the Corporation; and
 - 4) the Board and any person referred to in Bylaw 17 hereof;

(hereinafter collectively called the "Insureds") as their respective interests may appear;
- (ii) boiler and vessel insurance;
- (iii) public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or Tenants, incidental to the Ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;

- (iv) directors and officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by the Owner in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;
- (v) liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;
- (vi) liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles; and
- (vii) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution.

For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 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.

EACH OWNER IS RESPONSIBLE TO INSURE ANY IMPROVEMENTS AND BETTERMENTS TO HIS UNIT.

- (b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
 - (i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
 - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such insurance shall be deemed to be primary insurance;
 - (iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, the Board, its Manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owner, except for arson, fraud and vehicle impact;
 - (v) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;
 - (vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the

- insurer's option to repair, rebuild or replace in the event that, after damage, the status of the condominium is terminated;
- (vii) the policy shall be written on a stated amount basis; and
 - (viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each insured;
- (c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, buildings and all of the property of the Corporation. A copy of such appraisal or appraisal update shall 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 and 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.
 - (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor. A copy of each such policy shall be provided 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 original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.
 - (e) Notwithstanding anything aforesaid, all proceeds of 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, its authorized representative, or the Insurance Trustee (if any), provided that any expense of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
 - (f) Any insurance carried by the Owners on their own Units shall provide 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 Owner AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the rental revenue of Owners, interests of Tenants against liability or other risks, or the interests of Tenants or Owners for their Improvements and Betterments, belongings, contents or other property. The insuring of any Improvements and Betterments, rental revenue, belongings, contents, appliances that are not affixed to the Unit or other property 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 Improvements and

Betterments, belongings, contents, appliances that are not affixed to the Unit or other property within or to the Unit, however caused.

- (g) Owners shall carry insurance with respect to deductibles payable to the Corporation in an amount not less than the Corporation's insurance deductible.
- (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 members of his family, his Tenants or members of their families, his 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 may recover the deductible portion of the claim, and any other losses or damages incurred by the Corporation (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 his own client full indemnification basis) incurred by the Corporation, and such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

IX. COMMON EXPENSES

47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

The particulars that govern the contributions for Common Expenses and budgets shall include that:

- (a) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:
 - (i) all levies or charges on account of any garbage, recycling and/or organic materials removal, electricity, water, sewer, gas and fuel services and television antenna, cable or internet services (if any) 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 charges for cleaning or sweeping of the parkade, common drive aisles, roadways, parking areas, and Parking Units, lawn maintenance, mowing of grassed areas and landscaping of Common Property, and for snow and debris removal from Parking Units and Common Property

- including common drive aisles, roadways, parking areas and walkways (but excluding balconies and patios);
- (iv) all charges on account of any light standards or poles and related standard fixtures and bulbs located on the Common Property, excluding the bulbs in the light fixtures attached to the exterior of the Units on Privacy Areas;
 - (v) all charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws, including the Amenities;
 - (vi) all costs of furnishings, tools and equipment for use in and about any Unit for which the Corporation is responsible under these Bylaws, the Project facilities, Amenities, and the Common Property, including the repair, maintenance or replacement thereof;
 - (vii) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and the Act;
 - (viii) all charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit or Amenity for which it is responsible or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless the amount is charged back to an Owner under Bylaw 45 or 46;
 - (ix) all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal, accounting, auditing and engineering, all replacement reserve fund studies, reserve funds reports, including all fees and disbursements related to any such services;
 - (x) all reserves for repairs and replacement of Common Property, Amenities and portions of Units the repair or replacement of which is the responsibility of the Corporation;
 - (xi) all costs of maintenance of the exterior walls, roof and other structural components of maintaining the Units;
 - (xii) the cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
 - (xiii) the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - (xiv) the allocable or *pro rata* portion of the cost of any electricity taken from any exterior electrical outlet which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property;

- (xv) any G.S.T. on condominium contributions as required by Canada Revenue Agency;
 - (xvi) the Municipal taxes, levies or assessments on any Unit owned by the Corporation; and
 - (xvii) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation.
- (b) At least thirty (30) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner at the municipal address of his Unit or to such other address as notified to the Manager or the Corporation:
- (i) a copy of the budget for the ensuing fiscal year which has been adopted by resolution of the Board;
 - (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 proportion to the Unit Factors for their respective Units, EXCEPT, in the sole discretion of the Board, acting reasonably:
 - A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged;
 - B) any expenses which should be paid on another basis reflecting a more equitable allocation may be so charged, provided that the Board shall advise the Owners, in writing, of the change to and method of such alternative allocation;
 - C) any expenses, as the Board may determine, that relate directly and solely to the maintenance, improvement, operation, repair, replacement or restoration of:
 - 1) the Apartment Units may be charged and shall be paid by the Apartment Unit Owners, as the Board may determine;
 - 2) the Parking Units may be charged and shall be paid by the Parking Unit Owners, as the Board may determine;
 - 3) the Storage Units may be charged and shall be paid by the Storage Unit Owners, as the Board may determine; or
 - 4) all or part of the Common Property or of any one or more Units, and not all the Units, may be charged and shall be paid solely by the recipient Unit Owners of such maintenance, improvement, operation, repair, replacement or restoration;
 - C) any expenses, as the Board may determine, acting reasonably, resulting from financing obtained by the Corporation on behalf of and for the benefit of some but not all Owners, including, but not

limited to, costs, fees, loan payments and interest, shall be paid by those owners availing themselves of the financing, and may be charged exclusively to those Owners.

- (c) 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.
- (d) 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.
- (e) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Units 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.
- (f) Each Owner's contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments, payable in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.
- (g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.
- (h) The Corporation shall, on the application of an Owner, purchaser or mortgagee or the solicitor of an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, 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 a person dealing with that Owner the certificate is conclusive proof of the matters certified in it.

- (i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or a release of the Owner or Owners from their obligation to pay the contributions or special levies, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.

48. SPECIAL LEVIES

The following provisions apply:

- (a) The Board may, by resolution, assess and collect a special contribution or contributions (a "special levy") against each Unit to raise money:
 - (i) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the Corporation or Common Property;
 - (ii) to cover unexpected shortfalls in the operating account;
 - (iii) to increase the balance of the reserve fund to meet the requirements in a reserve fund plan required under the Regulations;
 - (iv) subject to subparagraph (c) of this Bylaw, for the payment of a capital improvement;
 - (v) to satisfy a judgment against the Corporation; or
 - (vi) for any other purpose provided for in the Regulation.
- (b) A resolution of the Board to approve a special levy must set out the following:
 - (i) the purpose of the special levy;
 - (ii) the total amount to be levied;
 - (iii) either:
 - A) the method of determining each Unit's proportionate share of the special levy by Unit Factor; or
 - B) if provided for in the Bylaws, on a basis other than in proportion to the Unit Factors of the Owners' respective Units;
 - (iv) the date by which the special levy is to be paid or, if the special levy is payable in installments, the dates by which the installments are to be paid.
- (c) If the purpose of the special levy is for the making of a capital improvement, a Special Resolution is required before the Board may approve the special levy.

- (d) As soon as possible after the passing of a resolution referred to in Bylaw 48(a) above, the Board must inform each Owner of the following:
 - (i) the purpose of the special levy;
 - (ii) the total amount to be levied;
 - (iii) the method of determining each Unit's proportionate share of the special levy;
 - (iv) the amount of the Owner's Unit's share of the levy; and
 - (v) the date by which the special levy is to be paid or, if the special levy is payable in installments, the dates by which the installments are to be paid.
- (e) If the amount collected exceeds the amount required or for any other reason is not fully used for the purpose set out in the resolution referred to in Bylaw 48(a) above, the Corporation must pay the money into the Capital Replacement Reserve Fund.
- (f) All such special levies shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

49. DEFAULT IN PAYMENT OF CONTRIBUTIONS, ASSESSMENTS, SPECIAL LEVIES, INSTALMENTS AND PAYMENTS

Default in payment of contributions, assessments, special levies, instalments, payments, and liens for unpaid contributions, assessments, special levies, instalments 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 in a Unit for any unpaid contribution, assessment, special levy, instalment or payment due to the Corporation. 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, special levy, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, special levy, instalment 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, special levy, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, special levies, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity from time to time including the recovery by the Corporation of its legal fees and disbursements, on a solicitor and his own client full indemnification basis from such defaulting Owner.

- (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 his own client full indemnification basis and administrative expenses and fees (including NSF charges or any returned automatic bank debit) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, special levies, instalments 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 levies, instalments 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, special levy, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this Bylaw.
- (d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, special levy, instalment 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 therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same.
- (e) The Owners specifically acknowledge and agree that in so far as liens, claims or charges for unpaid contributions, assessments, special levies, instalments 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*, R.S.A. 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 or levy against a Unit or instalment 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, special levies, instalments 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, special levies, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee.

- (g) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING legal costs on a solicitor and his own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, his servants, agents, licensees, invitees or Tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred 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 to the Corporation.
- (h) Any payments made by an Owner shall be applied firstly to any costs or expenses incurred by the Corporation, secondly to any interest owing and lastly to any contributions due to the Corporation.

X. MISCELLANEOUS

50. ESTOPPEL CERTIFICATE

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Owner but this shall not prevent the enforcement against the Owner incurring the said expense of all obligations of the said Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

51. LEASING OF UNITS

In the leasing of Units, the following provisions shall govern:

- (a) In the event that any Owner desires to lease or rent his Unit (including a Parking Unit or Storage Unit), he shall:
 - (i) give written notice to the Corporation of the Owner's intent to lease or rent the Unit and the term of the rental or lease, and provide the Corporation with:
 - A) the address at which the Owner may be served with any notice given by the Corporation; and
 - B) the name, telephone contact information, electronic mail address and the make, model and license plate number of the vehicle for the Tenant or proposed Tenant;
 - (ii) provide the Tenant with a copy of the Bylaws, and provide to the Corporation an undertaking, in form satisfactory to the Corporation as set forth in Bylaw 62.G and signed by the proposed Tenant or Occupant, that the proposed Tenant or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. If requested by the Board, the Tenant must provide to the Corporation a certificate

of insurance evidencing existence of a Tenant's insurance policy within twenty (20) days of occupancy. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed Tenant or Occupant with respect to such obligations.

- (b) The Corporation IS HEREBY AUTHORIZED TO:
- (i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use. The Corporation is entitled to retain any interest earned on any deposit provided pursuant to this Bylaw;
 - (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.
- (c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit or building is in arrears of payment of contributions, in which case the Tenant shall, upon request by the Corporation, deduct from the rent payable to the Owner, such arrears contributions and shall pay the same to the Corporation for the purposes of applying that rent against the monthly contributions that are in arrears. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.

52. SEVERABILITY

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

53. NOTICES

The following provisions apply:

- (a) 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:
 - (i) personally delivered to the recipient;
 - (ii) sent by ordinary or recorded mail to:
 - A) the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - B) an alternative address for service provided by the Owner to the Corporation;

- C) the Corporation at its address for service shown on the Condominium Plan; or
 - D) a mortgagee at its address supplied to the Corporation;
 - (iii) delivered by electronic mail to an electronic address provided to the Corporation by an Owner.
- (b) Service of any notice referred to in these Bylaws is deemed to have been effected:
 - (i) upon the date of delivery if done personally;
 - (ii) on the date on which acknowledgement of receipt of recorded mail is signed;
 - (iii) seven (7) days after the date on which the document is sent by ordinary mail; or
 - (iv) twenty-four (24) hours after the document is sent by electronic means.
- (c) An Owner or a mortgagee shall advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

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 or otherwise in accordance with the principles set forth in Bylaw 47(b)(ii) and 47(c), subject to the interests of any mortgagees.

56. COMPANY WHICH IS MEMBER OF BOARD

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board, a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

57. ALTERNATE BOARD REPRESENTATIVE

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

58. PRIVACY AREAS

Privacy Areas shall be governed by the following terms:

- (a) The Owner of a Unit shall have the exclusive use of the balcony or patio immediately adjacent and affixed to the Apartment Unit, which shall constitute a Privacy Area granted to an Owner pursuant to Bylaw 5(f). Any decoration, alteration of or addition to such Privacy Area may only be carried out after the express written consent of the Board has been obtained and the maintenance and repair of such approved decoration, alteration or addition shall be the sole responsibility of those Owners who have their exclusive use.
- (b) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any Privacy Area assigned or designated by it under these Bylaws.
- (c) Any Privacy Area shall be kept in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for structurally maintaining balconies and patios (and their railings and posts) to a standard considered reasonable by the Board.
- (d) If an Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment. Such monies and costs shall be recoverable by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and his own client full indemnification basis).
- (e) The term Privacy Area does not include any privacy screen, fence, rail, walls, concrete, asphalt or similar structure or material bordering any designated Privacy Area.
- (f) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any Privacy Area to any Owner, have and enjoy free and uninterrupted right at any and all times and

from time to time to enter upon, pass and repass over, and occupy any and all parts of such Privacy Areas for the purpose of carrying out any of the duties or functions of the Corporation.

59. PROPERTY TAXES

The property taxes and other Municipal and governmental levies or assessments against land, including buildings and improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with the provisions of the Act.

60. INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every member of the Board, Manager, officer or employee and his heirs, executors and administrators against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. All members of the Board must be insured by crime coverage insurance or bonded to cover malfeasance by the Board by a recognized bonding institution in an amount at least the sum of:

- (a) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and
- (b) the maximum balance of the operating account during the previous twelve (12) month period.

The Corporation shall review the amount of its crime coverage insurance or fidelity bond(s) at least once every two (2) years.

61. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner or member of the Board shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- (a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- (b) any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- (c) members of the Board may receive an honorarium, stipend or salary established pursuant to Bylaw 5(k).

62. USE AND OCCUPANCY RESTRICTIONS

Use and occupancy of Units shall be governed by the following terms:

- (a) In this Bylaw:
 - (i) "Occupant" means a person resident 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 for a period of thirty (30) days or more in any calendar year; and
 - (ii) "Owner" includes a Tenant.
- (b) 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 and Occupants in accordance with the Act.
- (c) 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;
 - (iii) to provide for the peace, comfort and convenience of the Owners and Occupants; and
 - (iv) to develop a sense of community.

A. GENERAL

An Owner or Occupant SHALL NOT:

- (a) use his Unit, or any part thereof, for:
 - (i) any purpose which may be illegal or injurious to the reputation of the Project;
 - (ii) any commercial, professional or other business purposes; or
 - (iii) any purpose 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 Municipal bylaw, provided such home occupation does not require deliveries, signage or storage of stock-in-trade. Auction or yard sales require consent of the Board, in advance, and in writing;
- (b) use his Unit, or any part thereof, for licencing, hotel or guest house type purposes including, but not limited to, Airbnb, HomeAway, Tripping, FlipKey, or VRBO;

- (c) use a Unit to provide a day care centre or commercial babysitting services without the prior written consent of the Board, which consent may be arbitrarily withheld;
- (d) make or permit noise (including pet noise) in or about any Unit or the Common Property, allow any odour to emanate or escape from any Unit or conduct himself in any manner, or obstruct any sight line which, in the sole opinion and discretion 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 musical instrument, audio system, power tool, 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 workmen or contractor shall be permitted to do any work in any Unit that would disturb any other Occupant without the prior consent of the Board;
- (e) use or permit the use of his building or Unit other than for a private residential use, except as may be permitted under the relevant Municipal bylaw as per Bylaw 62.A(a) hereof;
- (f) permit his 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 any Municipal or Provincial law or authority;
- (g) permit laundry (including towels and bathing suits), rugs, blankets or sleeping bags to be hung other than inside the Unit;
- (h) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner which will alter the exterior appearance of the structure comprising his or any other Units without the prior written approval of the Board. No Owner or Occupant may install any exterior air-conditioning unit without the prior written consent of the Board;
- (i) spit, throw chattels or waste, shake mops or dusters of any kind nor run water or cleaning fluids out any windows or over any balconies or patios on the Common Property, nor permit anything of this kind to be done;
- (j) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on any parking area, Parking Unit, Storage Unit, the Common Property or on any Privacy Area assigned to him without the prior written consent of the Board. No surface or overhead covering shall be applied to any balcony or patio without the prior written consent of the Board;
- (k) permit, erect or hang over or cause to be erected or to remain outside any window, door, any other part of a Unit or building or on the Common Property or on the real property of the Corporation, clothes lines, clothes, boots, shoes, personal belongings, garbage disposal equipment, recreational or athletic equipment, fences, 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 shall be erected on or fastened to any Unit or placed on

Privacy Areas or Common Property, however, a satellite dish on a Privacy Area may be allowed with the prior written consent of the Board. The Board may demand removal of any item installed in contravention of this Bylaw and the cost of such removal and any repair of the Common Property will be at the expense of the Owner;

- (l) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in his Unit or on the Common Property, normal cleaning products, related household goods and a natural gas or electric barbeque on a balcony or patio excepted. No propane tanks shall be stored in a Privacy Area, Apartment Unit, Parking Unit, Storage Unit or in the parkade;
- (m) do anything or permit anything to be done in his 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 insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (n) allow any windows or doors to remain open in cold weather such that the pipes and mechanical systems freeze or are susceptible to freezing, and in no event shall they be left open when the outside temperature is, or is expected to be, below 0°C (32°F);
- (o) allow the Apartment Unit heating system to be rendered inoperable or shut off during the heating season of October 1st to April 30th of the following year;
- (p) do anything or permit anything to be done by any Occupant in his Unit or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (q) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place any objects on the Common Property to interfere with the maintenance of the grounds generally;
- (r) deposit customary household refuse, recycling, organic materials or garbage outside his Unit other than in proper secure bags provided by the Owner and placed in the garbage, recycling or organic waste containers or enclosures provided by the Corporation or the Municipality. Additionally:
 - (i) all other bulk and hazardous waste items such as discarded household furnishings, electronic equipment, appliances, tires, paint, packing cartons or crates that the Municipality's Solid Waste Services Department will not normally collect shall be removed from the Project by the Owner at his sole cost and expense;
 - (ii) all recyclable or organic waste items for which bins are provided in the garbage garage be disposed of as directed by the Board and/or the Municipality; and
 - (iii) no garbage shall be left outside a Unit or on a Privacy Area or on the Common Property except in the containers as aforesaid;

- (s) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property, or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior consent of the Board, excepting one (1) discreetly placed small sign indicating the presence of a security system, and one (1) standard size professionally manufactured "For Sale" or "For Lease" sign in accordance with policies and rules as established by the Board;
- (t) permit any Occupant, member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- (u) allow his Apartment Unit, Parking Unit, Storage Unit or any Privacy Area assigned to him to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- (v) install hardwood, tile or other hard flooring in any area of his Unit without the written consent of the Board, which consent shall, amongst other things, be contingent upon the Corporation receiving assurance that the installation of such flooring material will be completed in such a manner as to meet the Corporation's minimum requirements for sound transmission abatement, which shall be equal to or better than the sound abatement specifications utilized during original construction of the Project;
- (w) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- (x) dispose of fats, oils, grease, paint, towels, rags, personal hygiene products and wipes down sink drains, toilets, floor drains or into any part of the sewer system;
- (y) leave water running anywhere on the Parcel unless it is in actual use;
- (z) be responsible for clearing snow other than from the balcony or patio adjoining his Unit. An Owner shall not run water, throw anything onto, or allow anything to fall onto the Privacy Area of another Unit;
- (aa) feed or harbour pigeons, gulls or other birds, squirrels, rabbits or gophers from the balcony, patio or windows of his Unit or on the Common Property. No bird or wildlife feeders are allowed anywhere on the Project;
- (bb) 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;
- (cc) cook on a balcony or patio other than using a natural gas or electric barbeque. Barbeques must be kept at least two (2) feet from the building when in use. No propane barbeques, charcoal briquette barbeques, smokers, barbeque woodchips, wood burning devices or open fires are allowed anywhere on the Project;

- (dd) use his balcony or patio, or other areas outside of his Unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use. Additionally:
 - (i) each Owner will comply with all requests of the Board or its representatives regarding storage of such items;
 - (ii) professionally manufactured outdoor furniture, a natural gas or electric barbeque, flower pots with appropriate water catching trays and a neat storage box are permitted on a balcony or patio;
 - (iii) no bicycles, scooters, exercise equipment, sofas, freezers, electrical appliances, packing boxes, paints, electronic equipment, appliances or tires shall be stored or used on a balcony or patio; and
 - (iv) no garbage, recycling or compost is to be stored on a balcony or patio or any other Privacy Area;
- (ee) store scooters anywhere on the Parcel other than in the Common Property bicycle storage room and in compliance with the rules, regulations and policies thereto. Bicycles may be stored inside of Apartment Units, Storage Units or in the Common Property bicycle storage room;
- (ff) prevent or prohibit access to and use of exterior water taps or exterior electrical outlets on the Unit for purposes of maintaining Common Property. An Owner shall ensure the exterior water line and tap for the Unit are turned off and winterized each year;
- (gg) install any flags, wind socks, wind chimes or awnings anywhere outside a Unit without the prior written consent of the Board;
- (hh) penetrate the outside walls of the Unit with nails or any other objects;
- (ii) move furnishings in an Apartment Unit except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
- (jj) paint, decorate or otherwise alter any portion of a building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;
- (kk) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems, Utilities areas, building maintenance, storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- (ll) use or permit to be used any window or door coverings or draperies that are visible from the exterior of any building unless such coverings or draperies or are of a neutral, white, off-white or ivory shade, or are so lined, and shall not use or permit to be used foil, flags, bed sheets, towels, newsprint or other objectionable material on any window or door visible from the exterior of the

Unit. No Owner shall apply any tinting on any exterior window or door without the prior written consent of the Board;

- (mm) smoke, vape or allow smoking or vaping of any substance in Parking Units or anywhere on the Common Property except on a Privacy Area balcony, patio or other area designated by the Board and shall:
 - (i) not smoke inside an Apartment Unit unless it is equipped with not less than one (1) professionally manufactured air purifier designed to remove or eliminate allergens and pollutants;
 - (ii) attempt to restrict smoke, vapor and other noxious substances from entering adjoining premises;
 - (iii) dispose of smoking material into a fire-retardant receptacle placed on such balcony, patio or other designated area;
 - (iv) ensure such receptacle is filled with either sand or water; and
 - (v) not throw cigarette butts, matches or other smoking or combustible materials out of windows or over balconies, patios or anywhere on the Common Property;
- (nn) grow or cultivate cannabis in a Unit or anywhere on the Common Property or Parcel;
- (oo) ignite a fire on the Common Property, including on any the Privacy Area, nor erect or use any fire receptacle, chiminea, wood burner, fire table, fire bowl, fire pit bench, portable fireplace, outdoor hearth, fire stove or any other outdoor fire receptacle anywhere on the Parcel;
- (pp) install or put in place, leave in place, allow to be installed or put in place or left in place:
 - (i) any holiday decorations that will be visible from the exterior of the Unit with the exception of the time period between December 1st of each year to January 15th of the following year; or
 - (ii) any other seasonal decorations that will be visible from the exterior of the Unit with the exception of the time period one (1) week before to one (1) week after the occasion;

Any decorations shall be secured in such fashion that Common Property shall not be damaged or punctured;
- (qq) leave a Unit vacant or unattended to in excess of three (3) days without inspection by the Owner or their agent;
- (rr) use any skateboard, scooter, in-line skates, trick bicycles or any similar equipment on the Common Property. No playing of street hockey is allowed on the Common Property;

- (ss) install a hot tub, jetted tub or water bed anywhere in a Unit or on the Common Property; or
- (tt) use or permit any member of his household, guests or visitors to use any of the Common Property or Amenities except in strict accordance with any policies, rules and regulations which may be established by the Board, which shall include, but not be limited to, the following:
 - (i) an adult Occupant must accompany all guests and visitors at all times;
 - (ii) housekeeping matters, including removal of garbage, recycling and/or organic materials;
 - (iii) cost recovery provisions for failure to leave the Amenity area in an appropriate condition following use;
 - (iv) fixture, furniture and equipment guidelines and restrictions;
 - (v) compliance requirements relating to Municipal noise restrictions and bylaws;
 - (vi) limitations on hours of operation;
 - (vii) booking, rental rate and deposit requirements;
 - (viii) a prohibition on smoking and pets; and
 - (ix) any other policies, rules or regulations established by the Board, at its sole discretion.

Any violation of such policies, rules and regulations may result in the loss of use of the applicable Common Property or Amenities for a period as decided by the Board.

B. PETS

An Owner or Occupant shall not keep or allow any pet of any kind at any time (including fish and birds) to be in his Unit or on the Common Property or on any Corporation property without the specific prior approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn at any time on reasonable grounds on fifteen (15) days' notice to that effect. Additionally:

- (a) each Unit may be permitted no more than:
 - (i) two (2) dogs; or
 - (ii) two (2) cats; or
 - (iii) one (1) dog and one (1) cat;
- (b) aquariums shall not exceed a twenty (20) U.S. gallon capacity;
- (c) no livestock, rodents, reptiles, arachnids, fowl or exotic animals will be approved;

- (d) any pets visiting for in excess of three (3) days shall require the prior written consent of the Board, and shall comply with all other Bylaw restrictions herein;
- (e) all approved dogs and cats must be hand leashed outside a Unit or on the Common Property outside of Privacy Areas and kept under control and in the custody of a responsible person at all times who shall not allow a pet to urinate or defecate on the indoor Common Property of the Project and shall, if it occurs, clean up any animal feces immediately. Pets shall be allowed to defecate on outdoor Common Property, provided that any animal feces shall be cleaned up immediately;
- (f) no pet shall be left unattended on a Privacy Area, or tied to any Privacy Area railing or post;
- (g) any Municipal bylaws with regard to animals at any point in time shall have effect within the Common Property and Municipal officers are hereby authorized and are permitted to enforce Municipal bylaws on the Common Property;
- (h) all pets must be properly immunized against communicable diseases as required by the Municipality and the Owner shall provide proof of immunization to the Board within ten (10) days of such request;
- (i) an Owner agrees to pay to the Corporation the cost of any repairs or damage to the Common Property necessitated by and caused by an approved pet; and
- (j) the Occupant of a Unit containing a pet shall enter into any registration form or agreement requested by the Board and provide any security required by the Board to ensure the pet is kept in accordance with these Bylaws and to remedy any damage caused by such pet.

C. PARKING AND MOTOR VEHICLES

In regard to parking and operating a Private Motor Vehicle on the Project, an Owner or Occupant shall not:

- (a) permit any person to use or occupy a Parking Unit unless such person is the lawful Occupant of an Apartment Unit or a guest of such Occupant;
- (b) park in visitor parking without the prior written approval of the Board or allow a visitor to his Unit to park his Private Motor Vehicle anywhere on the Project other than in visitor parking or in his Parking Unit, and always in compliance with Corporation rules, regulations and policies, including any requirement to display a parking pass;
- (c) park in such a manner that a Private Motor Vehicle extends outside of the Parking Unit or parking stall boundaries, or interferes with or obstructs any walkway, passage, drive aisle, roadway or parking area. A Private Motor Vehicle that extends outside the Parking Unit or parking stall boundary shall not be permitted;
- (d) park more than one (1) Private Motor Vehicle in a Parking Unit, however, a motorcycle may be parked in a Parking Unit with another Private Motor Vehicle if sufficient space, provided no part of any such Private Motor Vehicle or

motorcycle extends onto any part of the Common Property or another Parking Unit, and further provided that such Private Motor Vehicle or motorcycle must be in regular use and parked so as not to create a hazard or nuisance to others in the access to and egress from their Parking Unit or access to the Common Property;

- (e) use the common drive aisles, roadways or any part of the Common Property other than for ingress to and egress from a parking area. Owner parking is not permitted on the common drive aisles and roadways, parkade ramp, or any grassed or landscaped part of the Common Property;
- (f) wash Private Motor Vehicles anywhere in the parkade or on the Common Property except in such manner that will not contravene any Municipal bylaws and as will not cause nuisance or annoyance to other Owners and in such place and at such times as the Board may by rule or regulation set forth and direct;
- (g) carry out any major repairs, adjustments or mechanical work on Private Motor Vehicles anywhere on the Common Property;
- (h) 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 anywhere on the Parcel;
- (i) drive any Private Motor Vehicle on the Common Property at a speed in excess of fifteen (15) kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- (j) allow any propane powered Private Motor Vehicle to be brought into, kept or stored in the underground parkade;
- (k) charge any electric Private Motor Vehicle, whether by trickle charge or otherwise, anywhere on the Parcel without the written approval of the Board;
- (l) bring onto the Parcel any vehicle other than a Private Motor Vehicle or any vehicle which is, in the sole opinion of the Board, objectionably noisy due to faulty muffler or other mechanical malfunction, which is a source of other annoying noises or odours;
- (m) allow any Private Motor Vehicle to run longer than the minimum time required to enter or exit the parkade or the Parcel. Motors must be turned off when the vehicle is parked;
- (n) park any Private Motor Vehicle anywhere on the Parcel which leaks oil, grease, fuel or antifreeze or which is offensive or hazardous in any other way. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible. If not done expeditiously by an Owner, the Board may do so and charge all costs to the Owner;
- (o) keep anywhere on the Parcel any Private Motor Vehicle which is not currently licensed, insured, and in operating condition without the prior written consent of the Board;

- (p) erect any storage locker, structures or improvements on or within the Common Property or a Parking Unit or alter or add to the Common Property or a Parking Unit or store any personal possessions in a Parking Unit without the prior written consent of the Board;
- (q) enter or exit the access doors to the parkade without ensuring the doors are completely secured behind such Owner;
- (r) obstruct or interfere with the cleaning or maintenance of any Parking Unit. Owners shall move Private Motor Vehicles as required for cleaning and painting of lines; or
- (s) obstruct or permit any walkway, passage, drive aisle, roadway or parking areas to be obstructed by his family, employees, guests or visitors or their vehicles.

Parking rules, regulations and policies related to the above shall always be at the discretion of the Board.

D. RENOVATIONS

In the matter of renovations, an Owner or Occupant shall not make or cause to be made:

- (a) any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical system changes, alterations or additions to his Unit;
- (b) any structural alterations to the Unit or outer boundary of any Unit or any load bearing walls; or
- (c) any changes or alterations to any ceiling or floor;

without first having the tradespeople, design and specifications of such alteration or addition approved in writing by the Board. If requested by the Board, the Owner requesting such approval agrees to:

- (i) pay to the Corporation a non-refundable administration charge and/or a refundable damage deposit, in an amount or amounts to be established by the Board from time to time, which damage deposit, if any, shall be held by the Corporation during the time in which renovations are being carried out to the Unit;
- (ii) submit detailed drawings and/or a detailed description of the proposed alteration, addition or renovation to the Board;
- (iii) pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications or otherwise advise the Board, (including advice that the Common Property or other Units will not be adversely affected);
- (iv) obtain, at his own expense, and provide the Board with all required permits (including, but not limited to, building and development permits) and inspection reports within ten (10) days of receipt of the

same. If any services which are shared by any other Unit or the Common Property are affected, then certificates shall be provided by experts as are required confirming how such service will be affected by the proposed change;

- (v) disclose all contractors and sub-contractors and provide evidence of appropriate insurance coverage, such as construction insurance (if applicable) and WCB coverage;
- (vi) provide copies of any final plans showing the changes after the renovations are completed, drawn on an "as-built" basis;
- (vii) pay any costs incurred by the Corporation for restoration or removal by the Board (or its duly authorized representative(s)) of any alteration or addition made by an Owner without such approval. Such costs shall bear interest at the Interest Rate from the time such costs are incurred until paid and may be recovered by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and his own client full indemnification basis);
- (viii) ensure that all renovations are done between the hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday, and shall comply with all Municipal noise bylaws. Renovations on Sundays or statutory holidays are not permitted;
- (ix) ensure removal of debris from the Unit and keep the Common Property in a clean and neat condition both during and after the renovation work is done. No renovation debris is to be disposed of in any garbage containers or enclosures of the Corporation. Notwithstanding that the Owner may have an agreement with any party doing the renovations to remove such debris, the ultimate responsibility relating to the removal of the debris and the maintenance of the Common Property remains with the Owner;
- (x) ensure the Board's satisfaction that the cosmetic and/or resulting sound effects of any changes are in keeping with the requirements of the Board and the appearance of the other Units and of the Project as a whole, and that any such changes do not in any way affect the quiet enjoyment of any other Owners in respect of the use by other Owners of their own Units; and
- (xi) not occupy the Unit until the Municipality has made all necessary inspections, and an occupancy permit has been issued.

E. MOVING AND DELIVERIES

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, the following provisions shall apply:

- (a) the Manager must be given at least three (3) business days' prior notice for moves and for furniture and chattel deliveries, and scheduling for same shall occur on a first come basis. Scheduling shall be required for delivery or moving

for any chattel that may cause damage due to weight, size, or shape, regardless of the anticipated duration of the delivery or move;

- (b) an Owner shall not move furniture or other chattels into or out of a Unit unless prior to the move or delivery the Owner:
 - (i) receives written approval for the move from the Board (request is made through the Manager);
 - (ii) pays the Corporation a flat rate fee, as determined by the Board, for items and services including, but not limited to, security, hanging elevator pads, and pre and post move Common Property inspections; and
 - (iii) pays the Corporation a damage deposit on move-in and/or move-out;
- (c) the damage deposit will be used to pay for the elevator key and any damages caused to the Project during the move, and the Owner will also pay the Corporation for any damages in excess of the damage deposit. If no damage is done to the Project during the move or delivery, the Corporation will refund the full damage deposit to the Owner;
- (d) an Owner shall only move or schedule deliveries for three (3) hour intervals between the hours of 9:00 a.m. and 6:00 p.m. Monday through Sunday, with the exception of statutory holidays, when moves and deliveries shall not be permitted;
- (e) the entrance to be used shall be determined by the Manager, and elevator pads will be hung and the elevator placed "in service" prior to the move or delivery. Lobbies shall not be used for temporary storage of furniture or boxes at any time, and emergency exits and or stairwells may not be used for moves;
- (f) moving trucks in excess of twenty-six (26) feet in length are not permitted, and moving trucks shall be parked in a manner that does not obstruct the fire lane;
- (g) boxes must be flattened and placed in the appropriate recycling or garbage containers, and household items such as mattresses, furniture, and electronics shall not be disposed of anywhere on the Project;
- (h) any violation of the above procedures will be subject to a monetary sanction pursuant to Bylaw 43, at the sole discretion of the Board; and
- (i) all monetary sanctions and damage deposits shall be set by the Board from time to time, at their sole discretion.

F. STORAGE UNITS

The following rules and regulations govern the use of all Storage Units:

- (a) an Owner shall not permit any person to use a Storage Unit unless such person is the lawful Occupant of an Apartment Unit;

- (b) each Owner shall use his Storage Unit only for the storage of non-perishable property owned by him;
- (c) no portion of such Storage Unit shall be used for human or animal occupancy;
- (d) no goods, materials, chattels or other property shall be stored in any such Storage Unit which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs of the Corporation;
- (e) no foodstuffs or dangerous, noxious, filthy, offensive, explosive or flammable materials are permitted in such Storage Unit;
- (f) each Owner agrees that the Corporation shall have the right to enter into any Storage Unit at all reasonable times for the purposes of inspecting and ensuring compliance with these rules and regulations;
- (g) an Owner may only store goods, materials, chattels or other property in his Storage Unit that are actually owned by him;
- (h) each Owner agrees to keep his Storage Unit securely locked at all times;
- (i) the Corporation is under no obligation as to the condition, temperature to be maintained or fitness of the Storage Unit for the particular or general purposes of the Owner;
- (j) all goods and materials stored in the Storage Unit are at the Owner's sole risk. Each Owner acknowledges that he is responsible to protect the goods stored by him in his Storage Unit against any loss suffered by the Owner, whether from theft, vermin, rodents, fire, water damage, frost, steam, breakage, rain, flood, leakage, structural defect or any cause whatsoever. Each Owner agrees to hold the Corporation, its agents and employees harmless from any and all claims of liability, loss or damage to property and of injury to or death of persons caused by any acts whatsoever or negligence of the Owner, his guests, licensees or invitees in or upon his Storage Unit;
- (k) if an Owner defaults under any provision of these rules and regulations and such default is not cured to the reasonable satisfaction of the Corporation within ten (10) days after notice of such default has been given to such Owner, the Corporation may terminate such Owner's right to use his Storage Unit and may, at its sole option:
 - (i) require that the goods and materials of the Owner be removed from the Storage Unit forthwith; and
 - (ii) if the Owner fails to remove his goods and materials, the Corporation may consider such goods and materials abandoned and enter the Storage Unit and remove to a location of its choice. The Corporation may dispose of such goods and materials, and after such disposal, the Corporation is relieved of all further obligations or liability to the Owner. It is presumed that any property left or abandoned by the Owner does not exceed One Hundred (\$100.00) Dollars in value.

G. COMPLIANCE

An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under these Bylaws hereof and, upon request of the Corporation, obtain from the Tenants or have the Manager who leases the Units on behalf of the Owners obtain from the Tenants an undertaking, in writing, to the following effect:

"I, _____, covenant and agree that I, all Occupants of my Unit, and my guests from time to time will, in using the Unit rented by me, any Privacy Areas relating to the Unit and all the Common Property, comply with the *Condominium Property Act*, R.S.A. 2000, c. C-22, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

63. GRANT OF EASEMENT OVER THE COMMON PROPERTY UNITS

The granting of easement over the Common Property Units shall include that:

(a) Grant of Easement

The Corporation hereby gives, grants, conveys, transfers and sets over to each Owner, every transferee from it and every person deriving title from it, together with all servants, agents and invitees of each Owner, the non-exclusive right, privilege and easement of a right-of-way, in, through and over and rights of ingress to and egress from and to pass and re-pass across, on and through and to remain on and use the Common Property Units for any purpose as is reasonably required from time to time by each Owner. It is the intention of the parties hereto that the Common Property Units be used for any purpose by the Owners and maintained by the Corporation, to the same extent, and as fully and effectively as though such Common Property Units were part of the Common Property of the Parcel.

(b) Easement in Perpetuity

The Corporation and each Owner do hereby covenant and agree that the easements, rights and privileges described herein shall be deemed to be covenants running with the land and annexed thereto and shall continue in respect of the servient tenement until such time as the parties and the Municipality shall agree to their extinguishment. Each of the Owners may peaceably hold and enjoy the easements, rights and privileges hereby granted without hindrance, interruption or molestation.

(c) Support and Other Easements

- (i) In favour of the Owner of every Unit, whether an Apartment Unit or a Common Property Unit, and as appurtenant to each such Unit, there is implied in respect of each Unit an easement for the shelter and/or subjacent and lateral support of the Unit by the Common Property and Common Property Unit, or by every other Unit capable of affording shelter and/or support;
- (ii) As against the Owner of every Unit, whether an Apartment Unit or a Common Property Unit, there is implied in respect of each such Unit as

an easement, to which the Unit subject, for the shelter and/or subjacent and lateral support of the Common Property and a Common Property Unit or of every other Unit capable of enjoying shelter and/or support; and

- (iii) As against the Owner of every Unit, whether an Apartment Unit or a Common Property Unit, there is implied in respect of each such Unit an easement, right of access and right to remain and occupy areas of the Common Property Unit for parking Private Motor Vehicles.

(d) Restricted Areas

The Owners shall have no rights to:

- (i) any Privacy Area adjoining an Apartment Unit to which exclusive occupation has been granted to a certain Owner;
- (ii) an area designated by the Corporation from time to time for exclusive use by any of the Owners for any purpose; or
- (iii) areas reserved for exclusive use of the Corporation for the purpose of operating the buildings in which the Units are located and any amenities or for any other purpose of the Corporation.

Provided however, the Corporation (through agents or appointees if necessary) may enter upon the above noted restricted areas to carry out the purposes and duties of the Corporation as set forth in the Act or these Bylaws. The Corporation in carrying out any of its duties or obligations will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or Occupant of a Unit as is possible and any excavations or workings made or done in connection therewith shall, so far as reasonably practicable, be restored to its former condition.

(e) Consistent With Bylaws

Each Owner shall not use any Common Property Unit over which this easement is granted herein in any manner inconsistent with any Bylaw, resolution or regulation of the Corporation relating to the use of such easement area, nor shall they bring on to or leave on the easement area any equipment, material or other thing prohibited from time to time by any Bylaws, resolution or regulation.

(f) Use Limitations

Each of the parties hereto covenants that the Common Property Units shall at all times be owned by the Corporation, free and clear of any financial encumbrance and shall be kept in good and proper repair. The carrying out of any operations or privileges in connection with the easement granted herein will be done in a good and workmanlike manner and will cause as little damage and inconvenience as possible to the Common Property Units and, if any damage is caused to any Common Property Unit by any party, such party shall restore the Common Property Unit to its former condition as far as is reasonably practicable. The Corporation is primarily responsible for the repair and

maintenance of the Common Property Units, however, the Owners agree to cooperate and assist the Corporation if required in such repair and maintenance.

64. 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 and the Corporation shall cause to be prepared and distributed to each Owner and each 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.

65. 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.

66. RESTRICTIVE COVENANTS

Each of the Apartment Units, the Parking Units and the Storage Units in respect thereof are hereby charged with the following Restrictive Covenants:

- (a) an Owner of an Apartment Unit shall not permit any person to use or occupy the Parking Unit or Storage Unit (whether under a lease, licence or otherwise howsoever) unless such person is the lawful Occupant of the Apartment Unit or unless such person is using or occupying the Parking Unit as a visitor with the consent of the Board;
- (b) an Owner of an Apartment Unit shall not sell, lease or otherwise dispose or divest itself of the Parking Unit or Storage Unit except to the Corporation or to an Owner of an Apartment Unit or to a person acquiring an Apartment Unit (whether by sale, lease or otherwise) and then only subject to the terms and conditions hereof, the intent being that at all times the Parking Units and Storage Units shall be available for use by the Occupants of the Apartment Units;
- (c) an Owner of the Apartment Unit who mortgages or otherwise encumbers the Apartment Unit shall also secure the Parking Unit and Storage Unit in respect thereof, such that in the event the mortgagee or encumbrancee is forced to realize on its security and effects a sale or other disposition of the Apartment Unit, such sale or other disposition shall include the sale of the Parking Unit and the Storage Unit;
- (d) an Owner of the Apartment Unit shall not sell, partition or otherwise divide any interest in the Parking Unit or Storage Unit so as to diminish its size;
- (e) an Owner of the Apartment Unit shall not use the Parking Unit other than as a parking area for one Private Motor Vehicle (and a motorcycle if they fit completely in the stall) and the Storage Unit other than as a storage area;

- (f) an Owner or Occupant of the Apartment Unit shall not erect any structures, improvements or fixtures on or within the Parking Unit or Storage Unit or alter or add to the Parking Unit or Storage Unit without the prior written consent of the Board;
- (g) an Owner or Occupant of the Apartment Unit shall not use those portions of the Common Property adjacent to the Parking Unit or Storage Unit other than for access to and egress from the Parking Unit or Storage Unit;
- (h) an Owner or Occupant of the Apartment Unit or Storage Unit shall not allow the Parking Unit or Storage Unit to become or remain in an untidy or unsightly condition. The Parking Unit and Storage Unit shall at all times be kept in good and proper repair and the carrying out of any operations or privileges in connection with the easement granted herein will be done in good and workmanlike manner and will cause as little damage and inconvenience as possible to the Parking Unit or Storage Unit and to the other Parking Units and Storage Units, and if any damage is caused by any party, such party shall restore the Parking Unit or Storage Unit to its former condition as far as is reasonably practical. The Board shall have the right of entry and access to any Parking Unit or Storage Unit as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto;
- (i) an Owner or Occupant of the Apartment Unit shall indemnify and save harmless the Corporation from and against all fines, costs, suits, claims, demands and actions of any kind or nature to which the Corporation shall or may become liable or suffer by reason of any breach, violation or non-performance by such Owner or Occupant of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or damage to any property by reason of wrongful act, neglect or default on the part of such Owner or Occupant or any of its servants, agents, contractors, Tenants, Occupants or invitees;
- (j) an Owner or Occupant of an Apartment Unit shall not use the Parking Unit or Storage Unit 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;
- (k) an Owner shall not sell, lease or otherwise dispose of any Parking Unit or Storage Unit not allocated to or designated for an Apartment Unit, except subject to the Restrictive Covenants contained herein;
- (l) the Owner or Occupant will observe the Restrictive Covenants contained herein so long as the Owner or Occupant remains possessed of any Parking Unit or Storage Unit not allocated to or designated for an Apartment Unit;
- (m) Further Covenants

It is hereby further declared and prescribed that:

- (i) each Apartment Unit shall be the dominant tenement to the Parking Unit and Storage Unit allocated to and designated for the Apartment Unit for the purpose of enforcing the Restrictive Covenants contained herein;
 - (ii) each Parking Unit and Storage Unit shall be the servient tenement to the Apartment Unit in respect of which it is allocated to and designated for the purpose of having to enforce against it the Restrictive Covenants contained herein;
 - (iii) the Owner of any of the Apartment Units may enforce the Restrictive Covenants contained herein against the Owner of any other of the Apartment Units, and such enforcement may be done without the consent or participation of the Owners of the remainder of the Apartment Units; and
 - (iv) the Corporation shall have status hereunder to enforce the Restrictive Covenants for and on behalf of one or more of the Owners of the Apartment Units upon being authorized to do so by a resolution of the Board.
- (n) If any parking plug-in facility is provided with or in connection with any Parking Unit or Storage Unit, any person having the use of such stall shall be responsible for keeping such facility in good repaired condition at all times during the period of such Owner's entitlement to use; and in the event that the parking plug-in is damaged, it shall be the responsibility of the Owner to repair and if the Owner fails to repair, the Corporation may repair and charge to the Owner the full costs of repair including, if necessary, indemnification of the Corporation's legal costs on a solicitor and his own client indemnification basis. Any repairs made by the Corporation of an Owner's plug-in shall be charged against the Owner's Unit that necessitated the repair.