# **MOUNTAIN VIEW TERRACES**

# **CONDOMINIUM BYLAWS FOR**

# **CONDOMINIUM CORPORATION NO. 991 2733**

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

These Bylaws have been enacted by the Condominium Corporation No. 991 2733 to replace the Bylaws previously registered at the Land Titles Office, with the intent that these Bylaws shall and do replace the previously registered Bylaws in their entirety.

## 1. DEFINITION AND INTERPRETATION

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

- a. "Act" shall mean the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended from time to time or any statute or statutes which may be passed in substitution for, or replacement of such Act;
- b. "Betterments and Improvements" means those enhancements, renovations or modifications to the Unit which increase the kind, quantity or quality of the finishing, materials, fixtures to be better than the Standard Insurable Unit Description;
- c. "Board" means the Board of Directors of the Condominium Corporation elected pursuant to these Bylaws;
- d. "Building" means the Buildings constructed on the Parcel, municipally referenced as Building 1000 and Building 2000;
- e. "Bylaws" mean the registered Bylaws of the Condominium Corporation as amended from time to time and includes any Bylaws passed in substitution thereof;
- f. "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major renovations of any portion of the Units for which the Corporation is responsible, the real and personal property of the Corporation and the Common Property;
- g. "Common Expenses" (elsewhere commonly referred to as "condominium fees" or "special assessments") means the expense of performing the objects and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the Common Property or expenses incurred by the Corporation behalf of all Owners;
- h. "Common Property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan including, but not so as to limit the generality of the foregoing, the fountain area, general underground areas (excluding the individually titled Parking Units), visitor parking stalls and balconies or patios, as the case may be, shown on the Condominium Plan the underground sprinkler or irrigation system and all Utilities and personal property and Equipment owned by the Corporation and shall also include the Library Room and the Common Property Units which, by these Bylaws, the Corporation is required to administer, control, manage, maintain, repair and replace as if they were traditional or conventional Common Property;
- i. "Common Property Units" means those Units on the Parcel identified as Unit 94 and Unit 184, which by these Bylaws, the Corporation is required to administer,

control, manage, maintain, repair and replace as if they were traditional or conventional Common Property and which include, but are not limited to, all windows and doors that are located on the exterior walls of a Building, including the glazing, the window frame, the window casing, trim and mouldings of the exterior windows and the door frame, door assembly components, but excluding the door casing, trim and mouldings of the exterior doors;

- j. "Condominium Plan" means Condominium Plan No. 991 2733 registered by the Developer at the Land Titles Office for the South Alberta Land Registration District and includes all redivision plans, specifically redivision Plans 001 0183 and 011 0811;
- k. "Corporation" means the Condominium Corporation constituted under the Act by registration of the Condominium Plan whose legal name has been changed to "Condominium Corporation No. 991 2733;
- "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both Persons or property if not immediately remedied or rectified;
- m. "Equipment" means the heating, ventilating, air conditioning, elevating and other Equipment installed in the Building and necessary for the operation thereof;
- n. "Exclusive Use Area" means that part of the Common Property which has been designated and assigned by the Board for the exclusive use by an Owner, which comprise the balconies or patio areas, as the case may be, shown in the Condominium Plan, immediately adjacent and affixed to a Unit, for the exclusive use of those Units which have sole access thereto and any other portion of the Common Property designated by the Corporation for the exclusive use of any Owner pursuant to these Bylaws and which the Board deems suitable for use in conjunction with a Units;
- o. "Insurance Trustee Agreement" means an agreement entered into by the Corporation and Insurance Trustee respecting the orderly placement of and recovering under insurance policies obtained by the Corporation, and the orderly distribution of proceeds in respect thereof, all as provided in these Bylaws;
- p. "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta, selected from time to time on Ordinary Resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board;
- q. "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;
- r. "Library Room" means the space located on the fourth floor of Building 1000 and Building 2000, located within the Common Property Units, which serves as

- a library, or other recreational space as the Board may determine from time to time;
- s. "Manager" means the professional Manager contractually appointed by the Board to manage the day-to-day business of the Corporation;
- t. "Mortgagee" means the holder of a mortgage registered against the title to one (1) or more Units;
- u. "Occupant" means a Person other than an Owner present in a Unit or upon the Common Property with the permission of the Owner or the Corporation, as the case may be and includes Tenants, all family members, invitees, licensees, servants, customers and guests of such Occupant;
- v. "Ordinary Resolution" means a resolution:
  - i. passed at a properly convened meeting of the Corporation by a majority of more than fifty (50%) percent of all the Persons present or represented by proxy at such 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 fifty (50%) percent of the total Unit Factors for all of the Units;
- w. "Owner" means a Person who is registered as the Owner of the fee simple estate in a Unit;
- x. "Parcel" means the land comprised in the Condominium Plan and includes the Common Property;
- y. "Parking Stall" means a Parking Stall on the Parcel that is used or is intended to be used for parking purposes, including but not limited to a Parking Unit, space on the Common Property assigned for visitor parking, or other assigned parking spaces as the Board may, from time to time, designate;
- z. "Parking Unit" means a Unit within a Building that is used or intended to be used for parking purposes and is delineated within the Condominium Plan and separately titled, specifically those Units that are Unit 43 to 93 inclusive, and Unit 135 to 183 inclusive;
- aa. "Person" includes a Corporation, and the heirs, executors, administrators or other legal representatives of a Person;
- bb. "Project" includes all the Units, the Building or Buildings, parking facilities (including but not limited to Parking Units), Library Room, and all the parts of the Common Property within the Parcel;
- cc. "Private Motor Vehicle" means cars, station wagons, motorcycles, light trucks, mini-vans and sport utility vehicles (all of which, including any Storage Cage on the Parking Unit, are not to exceed beyond the 18 feet length of the Parking Unit);

- dd. "Regulation" or "Regulations" 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 therefore pursuant to the Act;
- ee. "Residential Unit" means a Unit within the Building that is used or intended to be used for residential purposes and specifically means Unit 3 to Unit 43 inclusive (municipally known as Unit 1101 to Unit 1315 inclusive) and Unit 95 to Unit 134 inclusive (municipally known as Unit 2101 to 2315 inclusive), and are "Residential Units" as defined by the Act;
- ff. "Special Resolution" means a resolution:
  - i. passed at a properly convened meeting of the Corporation, of which at least fourteen (14) days' notice specifying the proposed resolution has been given, by a majority of not less than seventy-five (75%) percent of all the Persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units; or
  - ii. agreed to in writing by not less than seventy-five (75%) percent of all the Persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than seventy-five (75%) percent of the total Unit Factors for all the Units;
- gg. "Spouse" includes a Person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- hh. "Standard Insurable Unit Description" means a description of the typical features in a Residential Unit, as may be required by the Condominium Property Regulation and more particularly registered at the Land Titles Office;
- ii. "Storage Areas" means either the storage space in an approved Parking Unit storage cage (the "Storage Cage") or in the storage space as built on the balconies of Units (the "Storage Space"), as further outlined and governed by these Bylaws;
- jj. "Tenant" means a Person other than an Owner present in a Unit or upon the Common Property with the permission of the Owner or the Corporation, as the case may be who is present more than thirty (30) consecutive days or an accumulative total of sixty (60) days within a three hundred and sixty-five (365) day period;
- kk. "Unit" means a space that is situated within the Building and described in the Condominium Plan and, in terms of a Residential Unit, is described by reference to floors, walls and ceilings within the Building and the only portion of that floor, wall or ceiling, as the case may be, that forms part of the Unit is the finishing material that is in the interior of that Unit, including any lath and plaster, paneling, gypsum board, panels, flooring material or coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling, as the case may be and can include "Parking Unit" through these Bylaws where appropriate;

- II. "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;
- mm. "Update Form" means the form provided to all Owners and Tenants that outlines the personal information of those residing within the Building which must be provided to the Manager or Board, as so requested from time to time and pursuant to these Bylaws; and
- nn. "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*, RSA 2000, c. L-4 or the *Law of Property Act*, RSA 2000, c L-7, as amended from time to time, or in any statute or statutes passed in substitution therefore.

Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing Persons include firms and Corporations and vice versa, where the context so requires.

#### 2. MISCELLANEOUS PROVISIONS

#### In addition:

## a. HEADINGS

The headings in the body of these Bylaws form no part of these Bylaws but shall be deemed to be inserted for convenience of reference only;

# b. RIGHTS OF OWNERS AND CORPORATION

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; and

### e. SEVERABILITY

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

#### 3. DUTIES OF AN OWNER

# An Owner SHALL:

- a. subject always to the Act and, permit the Corporation and its agents or representatives, or those authorized by the Corporation, at all reasonable times on a minimum of twenty-four (24) hours written notice (except in case of Emergency Situation when no notice is required), to enter his Unit for the purpose of:
  - i. inspecting the Unit and maintaining, repairing, restoring, renewing, Common Property or to ensure the operation of the Common Property and all pipes, wires, cables, ducts, conduits, plumbing, sewers, smoke alarms and other facilities for the furnishing of Utilities for the time being existing in the Unit;
  - ii. maintaining, repairing, restoring or renewing the Common Property or other outer accounterments affecting the appearance, usability, value or safety of the Parcel or the Units;
  - iii. ensuring that the Bylaws are being observed;
  - iv. maintaining, repairing, replacing, restoring or renewing party walls (even though portions of such walls may be owned by the Owners);
  - v. doing any work for the benefit of the Corporation generally; and
  - vi. gaining access to meters monitoring the use of any Utilities.

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

## b. forthwith:

- carry out all work that may be required pursuant to these Bylaws or as required by a local authority or other public authority in respect of his Unit; and
- ii. pay all rates, taxes, charges and assessments and all fines and associated Interest, that may be payable in respect of his Unit.
- c. duly and properly clean, wash, repair, maintain and, when required, replace:

- i. the interior of his Residential Unit and all windows, including the glazing window frame and the window assembly components and the window casing, trim or moldings, if any, that are located on the interior walls of his Residential Unit and all Betterments and Improvements and additions thereto;
- ii. the interior casing, trim and moldings of all windows that are located on the exterior walls of the Building (which includes sliding glass doors) and the washing of windows or sliding of glass doors that are accessible to the Occupant;
- iii. the doors (including the door frames, the door assembly components, the door casing, trim and moldings and all hardware and locks relating to such doors) that are located on the interior walls of his Residential Unit;
- iv. any interior casing, trim and moldings of all doors that are located on the exterior walls of his Residential Unit which provide the means of ingress to and egress from a Unit, including all hardware and locks relating to such doors, excluding always the painting, staining or similar refurbishment of the exterior finishing of such access doors;
- v. any screen or storm doors and all components thereof affixed to his Residential Unit with the prior written consent of the Board;
- vi. all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of only the Unit;
- vii. all light fixtures (and their bulbs) attached to the exterior of his Residential Unit including any balcony or patio area light and light fixture, subject to the Corporation approving any repainting, maintenance or replacement of such light fixtures;
- viii. any interior wall or ceiling mounted, or self-contained, heating ventilation, or air conditioning/cooling systems located in his Residential Unit;

BUT EXCLUDING the care and maintenance of any grass, plants, trees, bushes or other landscaping located anywhere upon the Parcel, other than those specifically assigned to him by way of Exclusive Use Area, and anything for which the Corporation is responsible pursuant to these Bylaws;

d. maintain and keep in a neat clean and tidy state and appearance consistently with and in total integrity with the balance of the Project all Exclusive Use Areas which are located on or which comprise any part of the Common Property to which the Owner has been granted exclusive use pursuant to these Bylaws, including any plants, trees, bushes or other landscaping therein, and if the Owner shall not maintain his Residential Unit, Parking Unit and Exclusive Use Areas in a neat, clean and tidy state to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to that effect and if such notice has not been complied with at the

- end of that period, then the Corporation may carry out such work and the provision of Bylaw 54 shall apply;
- e. use any approved fireplace addition within his Residential Unit in a safe manner, and keep any such fireplace in a state of good repair, including ensuring that all such fireplaces are serviced and cleaned on a schedule consistent with industry standards, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;
- f. make a reasonable effort to remove snow, ice, slush, dirt and debris from his Exclusive Use Areas;
- g. not make any alterations, additions, decorations, redecorations, changes or installation on or adjoining the outside of any Unit (including but not limited to exterior windows or doors), the outer boundary of any Unit, including walls (whether partition walls, bearing walls or otherwise), and no structural alteration shall be made to ceiling and floor, and no changes shall be made to the plumbing, drainage system or electrical system within or outside any Unit without the prior consent in writing of the Board and FURTHER NOTING:
  - the Owner is responsible for the repair and maintenance of any and all alterations made, and the current Owner is responsible for the repair and maintenance of any and all alterations made by any past Owners; and
  - II. all subsections of Bylaw 61b.xliii. shall apply.
- h. not paint or make any repairs, additions or alterations to any Common Property surface whatsoever without the prior written approval of the Corporation and in accordance with the rest of these Bylaws (and specifically, but not so as to limit the generality of the foregoing, Bylaw 61b.xliii);
- i. use and enjoy his Unit, the Common Property in accordance with these Bylaws and all rules and Regulations prescribed, by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors and to be respectful and courteous to and respect the rights of such other Owners, their families and visitors;
- 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;
- k. 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 nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- I. not enter nor permit his family or visitors to enter upon the Unit of another Owner without the permission of the Owner;
- m. notify the Corporation forthwith upon any change of Ownership or of any mortgage, lease or other dealing in connection with his Unit and submit all

required forms and notifications to the management company and the Board prior to the date the change would take effect;

- n. 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 the Act and the Regulation;
- o. pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against 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 plus all disbursements and costs relating thereto;
- p. if he wishes the Corporation to respond to his suggestions, questions or complaints, express them, by electronic submission or in writing, placed in an envelope delivered to a Board Member. The Board shall not be required to consider any suggestion, complaint or question that is not in writing and properly submitted to the Board through the approved process;
- q. deposit with the Corporation, if requested, twelve (12) duly executed, postdated cheques for duly assessed condominium contributions or appropriate Pre-Authorized payments, or other authorized form of payment, as determined by the Board from time to time in their sole discretion;
- r. pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner; and
- s. not unreasonably interfere with the lawful activities of the Board or 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) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners or of the entire Project;
- b. do all things required of it by the Act, these Bylaws and any other rules and Regulations in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws;
- c. maintain and repair (including renewal where reasonably necessary) exterior lighting, the elevators including the shafts, pits and the elevator machinery rooms, all heating systems, the security system, all electrical and mechanical rooms, automatic garage doors, and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities for the time

being existing in the Parcel and capable of being used in connection with the enjoyment of one or more Units on Common Property;

- d. provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner, 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 title policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof within the times specified in the Act;
- e. subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain and repair any part of their Unit and Exclusive Use Areas, SHALL clean, maintain and repair (whether as a result of reasonable wear and tear or otherwise) the following:
  - i. the exterior or outside surfaces (INCLUDING foundations, roofing materials and exteriors of roofs, eavestroughs, exterior drains, exterior beams and trim of exterior access doors) of the Building (EXCLUDING interior and those portions of exterior windows to the extent the Owner is required to repair and maintain such windows under Bylaw 3(c), BUT INCLUDING any leakage around windows) AND EXCLUDING the washing of sliding glass doors and windows that are accessible to an Occupant that maintenance, repair or replacement of those parts of exterior access doors and other exterior accoutrements, such as screen doors, light fixtures and their bulbs attached to the exterior of his Residential Unit, interior air conditioning equipment, which are responsibility of the Owner under Bylaw 3(c), (all of which shall be the responsibility of an Owner)
  - ii. all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units;
  - iii. the structural maintenance of all Exclusive Use Areas including the balconies, the patios, the Parking Units and Parking Units, all landscaped areas, common sidewalks, the driveway, garage door and opener, the structure of the parkade and parkade ramp, the surface garbage shed or enclosure and the Building entrance areas;
  - iv. the Common Property including all landscaped areas, sidewalks, all fencing, railings and posts and retaining walls, including all concrete walls, railings, fencing and related posts bordering any Exclusive Use Areas and all Utilities, including the underground sprinkler system, within, on, in, under or running through the Units and Common Property PROVIDED THAT the general cleaning, care and maintenance of any Exclusive Use Area shall be the prime responsibility of the Owner to which such Exclusive Use Area has been assigned;
  - v. the parking facilities, in conjunction with the rest of these Bylaws;
  - vi. thermostats, zone valves and coin vents within Residential Units;

- vii. all doors and windows that are located on the exterior walls of the Residential Units, including the glazing, frames, seals, caulking, sash, sills, assembly components, exterior casing, trim and mouldings of such windows and exterior finishing of such doors (Owners are responsible for the interior casing, trim and mouldings of all doors and windows that are located on the exterior walls of the Residential Units and for any broken doors and door hardware or broken window glass); and
- viii. the Common Property lighting (whether inside or outside), with the exception of the lighting on the Exclusive Use Areas that are specifically assigned to the Owner's responsibility.
- f. make a reasonable effort to remove ice, 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 including the surface guests and visitors Parking Units, underground parkade, parkade ramp, driveway, overhead parkade door and openers and keep and maintain in good order and condition the fountain area, the mechanical, garbage, electrical and boiler rooms, the hallways, stairs and stairwells, mailboxes and mailroom, intercom and security systems, lobby, vestibule, fire prevention system and boxes, the loading area, the garbage shed or enclosure and all grassed or landscaped areas of the Common Property PROVIDE THAT the general cleaning, care and maintenance of any Exclusive Use Area designated to an Owner under these Bylaws shall be the prime responsibility of the Owner to whom such Exclusive Use Area has been assigned;
- 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 trust account with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act* within the times required by the Act;
- h. establish, maintain and levy assessments against Owners and otherwise operate, deal with and dispose of funds for Common Expenses for the control, management, and administration of the Common Property and assets of the Corporation;
- i. provide for the regular collection of garbage, composting, recycling and refuse from the Project and adequate garbage and recycling receptacles on the Common Property for use by all of the Owners;
- j. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Project, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- k. pay all legal expenses incurred by the Corporation to collect any expense whatsoever levied or assessed against a Unit, or to enforce these Bylaws or the Act, and at their sole and unfettered discretion, levy or assess one (1) or more Units with the legal expense on a solicitor and his own client indemnification basis plus all disbursements and costs related thereto;

- 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 the Act;
- m. not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are subject of an easement, restrictive covenant, caveat or similar grant to any utility company, municipality or local authority and comply with the terms of any restrictive covenants, utility rights-of-way or easements, grants or other interests applicable to the Parcel and registered against any Unit title;
- n. establish and maintain hard surfacing on all areas of the Parcel designated for vehicular traffic or outside parking and establish and maintain the original Developer prescribed lawns, trees and shrubs on the Common Property and maintain any other property adjacent or related to the Parcel as designated by the City of Calgary for maintenance by the Corporation, either alone or jointly with others, and promptly replace on a continuing basis, any such lawns, trees or shrubs for which it is responsible which die;
- o. repair, replace and maintain party walls separating Units (even though portions of such walls may be owned by the Owners on either side thereof) unless the reason or cause for such repair, replacement or maintenance is determined to have been as a result of an Owner or their Occupant, or to have occurred within a Unit, such determination is to be in the sole discretion of the Board;
- p. grant to the Owner of each Unit the right to the exclusive use and enjoyment of the balcony or patio contiguous to the Unit and associated with that Unit (if any) (as outlined further in these Bylaws);
- subject always to and in accordance with the Act and the Regulation, establish q. and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property owned by the Corporation and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from a Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall NOT be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act. Each fiscal year the Board SHALL:
  - i. prepare an annual report 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 the payments made into and out of the reserve fund for that year

and the sources and uses of those payments;

- a list of the depreciating property that was repaired or replaced during 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;
- 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;
- ii. supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt within the reserve fund report;
- iii. 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 reserve fund;
- iv. such funds shall be kept in a separate trust account registered in the name of the Corporation and shall not be commingled with any other funds of the Corporation or any other condominium Corporation;
- v. subject always to and in accordance with the Act and the Regulation, the Corporation shall continue to maintain the funding of its Capital Replacement Reserve Fund at an amount sufficient and appropriate enough to meet its legal obligations; and
- vi. within ten (10) days of receipt of a written request from an Owner, purchaser or Mortgagee of a Unit provide to the Person making the request a copy of the most recent reserve fund report, reserve fund plan or annual report.
- r. upon written request therefore made by an Owner, purchaser or potential purchaser of a Unit or the holder of any mortgage registered against a Unit or the duly authorized agent of such Owner, Mortgagee, purchaser or potential purchaser, provide such individual, within ten (10) days of receiving a request, copies of the information outlined in the Act.

# 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 the Corporation shall not borrow in excess of fifteen (15%) percent of the current year's Common Expenses without such borrowing being approved by Special Resolution of a meeting duly called for the purpose of obtaining such approval or the maximum amount of borrowing for the Corporation for that fiscal year, as adopted by a previous resolution to authorize borrowing (whichever is greater);
- 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 any property vested in it by combination of those means;
- d. invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in the Act;
- e. make an agreement with any Owner or Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupant;
- f. grant an Owner a lease under the Act on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such lease shall be available only for the benefit of Owners, purchasers, Tenants and other lawful Occupants of such Unit and shall not be assignable to anyone who is not an Owner or purchaser by Agreement for Sale of such Unit and shall be terminable on thirty (30) days' written notice by the Corporation as against any grantee, lessee or assignee who ceased to be an Owner or Occupant under the agreement for sale of such Unit;
- g. grant to an Owner 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, otherwise referred to as an Exclusive Use Area, 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 exclusive use and Exclusive Use Areas assigned to each Unit, any such grant to be terminable on such reasonable notice or as may be determined by the Board, unless the Corporation by Special Resolution otherwise resolves, and the Corporation may delegate its responsibility to care for and maintain all those Exclusive Use Areas, assigned, designated or granted hereunder to the appropriate Owner or Owners;
- h. 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 Parcel and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property and the Parcel generally including the commencement of an action under the Act and all subsequent proceedings relating thereto. Noting that:
  - any rule established by the Board may be amended or repealed by an Ordinary Resolution; and

- ii. at least thirty (30) days before a new rule comes into effect the Corporation shall provide written notice of the new rule delivered to each occupied Unit on the Parcel (or by posting notice in an open common area to which all Owners/Occupants have access) and provide notice to the address of each Owner not residing on the Parcel. Noting however, that a Corporation may establish a rule that comes into effect immediately upon providing notice to the above if the rule addresses a safety concern or an Emergency Situation;
- i. charge interest under the Act and the Regulation on any arrears contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- j. determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- k. raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or on a basis other than in proportion to the Unit Factors of the Owners, at the Board's discretion from time to time;
- I. pay an honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be, from time to time determined by Ordinary Resolution at a general meeting;
- 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. do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- o. acquire Parking Units for purposes of visitor parking, resale or otherwise;
- p. purchase, acquire, own and operate real property (provided such real property is a Unit) for the general use or benefit of some or all of the Owners, and acquire and grant (as the case may be) rights to joint access or mutual use (including entering into and observing and performing any agreement for joint or mutual administration and management thereof) to shared services or facilities;
- q. 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 body corporate shall be empowered and authorized to do under the *Business Corporations Act* (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural Person; and
- r. levy penalties by way of monetary sanctions, including Interest and administrative fees, 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, all at the sole discretion of the Board.

# 6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any valid restriction imposed or direction given at a General Meeting, be exercised and performed by the Board and, where appropriate by the Manager, under the direction and supervision of the Board.

#### 7. COMPOSITION OF AND ELIGIBILITY FOR THE BOARD

The composition of the Board SHALL PROVIDE THAT:

- a. the Board shall consist of not less than three (3) and not more than seven (7) Owners, Tenants or representatives of corporate owners;
- b. where a Unit has more than one (1) Owner, only one (1) Owner in respect of that Unit may sit on the Board at any point in time;
- c. any prospective member of the Board must be at least twenty-one (21) years old as at the date of the election to stand for election;
- d. any prospective 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 (which includes an issue or agenda personal to the Board member) with the Corporation either contractual, financial or employment related and shall refrain from voting on any matter of conflict;
- e. those entitled to accept nomination must either be in attendance at the annual general meeting or have agreed in writing to the nomination;
- f. every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith and shall execute and abide by any Code of Conduct in place from time to time and shall not vote at Board meetings until such Code of Conduct is signed; and
- g. no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

#### 8. RETIREMENT FROM BOARD

Each Board member shall be elected for a one (1) year term. At each annual general meeting of the Corporation all the members of the Board shall be deemed to have retired from office and the Owners shall elect new members accordingly. A retiring member of the Board shall be eligible for re-election. The new members shall begin their duties at the end of the annual general meeting at which they are elected.

## 9. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at a special meeting, remove any or all members of the Board before the expiration of his or their term of office and appoint another individual in his or their place(s), to hold office until the conclusion of the next annual general meeting.

## 10. 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.

#### 11. VACATING OFFICE OF BOARD MEMBER

The office of a member of the Board shall be vacated IF THE MEMBER:

- a. by notice in writing to the Corporation resigns his office;
- b. dies;
- c. is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
- d. becomes bankrupt or insolvent;
- e. is 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;
- f. is convicted of an indictable offence;
- g. is absent from meetings of the Board for a continuous period of three (3) months or three (3) 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;
- h. ceases to qualify for membership pursuant to Bylaw 7;
- i. in the case of a company which is a member of the Board, if the company shall become in arrears as set forth in sub-paragraph c above, or if it becomes bankrupt or 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;
- j. commences or threatens in writing to commence, or their Spouse commences or threatens in writing to commence, any legal proceedings against the Board or the Corporation (for ease of reference, "commences" legal proceedings can include, but not be limited to, retaining a lawyer (either in writing or verbally) or filing a Statement of Claim, Civil Claim or Originating Application as against the Corporation, Board or one (1) or any of the Board Members (with or without the use of a lawyer); or
- is refused bonding, at a reasonable premium, by a recognized bonding institution.

## 12. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 11, 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 or the causal vacancy can be filled by the remaining members on the Board until the next annual general meeting of the Corporation.

# 13. QUORUM FOR BOARD

A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) or six (6) members and four (4) where it consists of seven (7) or more members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

## 14. OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chair of the Board and shall have a casting vote 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.

## 15. CHAIR OF BOARD MEETINGS

The President shall act as Chair 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 Chair and shall have all the duties and powers of the Chair while so acting in the absence of both the President and the Vice-President, the members present shall from among themselves appoint a Chair for the meeting who shall have all the duties and powers of the Chair while so acting. Each meeting of the Board shall be held within the municipality in which the Units are located unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

### 16. DUTIES OF OFFICERS

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

# 17. VOTES OF BOARD

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. in the case of a tie vote, the President shall have the casting vote;
- c. a resolution of the Board, in writing, signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held;

- d. a Board meeting may be held by electronic means including web, video or teleconference (or any other electronic method, provided the Board members can hear one another);
- e. an interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be ratified and documented into the minutes at the next scheduled meeting of the Board;
- f. all general meetings and Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board; and
- g. where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that Person:
  - i. shall declare to the Board that Person's interest in the agreement, arrangement or transaction;
  - ii. shall not vote in respect of any matter respecting that agreement, arrangement or transaction; and
  - iii. shall not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement, or transaction.

### 18. 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;
- b. all meetings of the Board shall be held at the City of Calgary 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;
- 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;
- d. obtain and retain by contract the services of a Manager or of any professional real property management firm or professional Manager or agent for such purposes (including, but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide

SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of the duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation, the amount of which is to be reviewed at least once every two (2) years, there shall be arranged and maintained by the Corporation a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:

- i. the reserve fund balance at the start of the current fiscal year;
- ii. the maximum balance of the operating account during the previous twelve (12) month period; and
- iii. a sum representing the average monthly amount of cash in the control of the Manager;
- e. enter into an Insurance Trustee Agreement in form and on the terms as required by any Insurance Trustee;
- f. subject to any valid restriction imposed or direction given pursuant to a resolution passed at a general meeting of Owners, delegate to one (1) or more members of the Board any of its powers and duties as it thinks fit, and at any time revoke such delegation; and
- g. 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 those Bylaws.

# 19. DUTIES OF THE BOARD

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised, and performed by the Board. In addition, the Board SHALL:

- a. subject to any valid restriction imposed or direction given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation and every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith;
- b. keep minutes of its proceedings and, upon written request at the expense of the Person requesting, provide copies thereof to Owners and to Mortgagees who have notified their interests to the Corporation;
- 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. deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to the resolution of the Board, to a separate trust account registered in the name of the Corporation within seven (7) 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;
- e. 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;
- f. 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;
- 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 at least fourteen (14) days before the annual general meeting. 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, within ten (10) days, make the books of account available for inspection at a time reasonably convenient for the Board member and its agents;
- j. at least once a year, cause the books and accounts of the Corporation to be audited by an independent chartered accountant, certified management accountant or certified general accountant with the designation of a 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 a copy of the audited financial statements of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the auditor's report within one hundred and twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;
- k. keep a register noting the names and addresses of all Owners and Mortgagees who have notified their interests to the Corporation. The Board is only obligated to use reasonable efforts to communicate with an Owner at another address and each Owner agrees to maintain currency of the address listed on the title to the subject Unit;

- at all times, keep and maintain in force, all insurance required hereunder and by the Act and accordingly pursuant to the Bylaws herein to be maintained by the Corporation;
- m. file or cause to be promptly filed at the Land Titles Office following the conclusion of the Corporation's annual general meeting, a notice in the prescribed form stating the name and address of that Person and the day that the Person became or ceased to be, as the case may be, a member of the Board;
- n. file or cause to be promptly filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation; and
- o. file or cause to be filed at the Canada Customs and Revenue Agency office a statement of GST, if required, and an annual notice of the non-profit status of the Corporation.

# 20. SIGNING AUTHORITIES

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

#### 21. CORPORATE SEAL

The Corporation shall have a common seal, which shall be adopted by Board resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one (1) member of the Board or by the Persons as may be authorized from time to time by resolution of the Board.

# 22. ANNUAL GENERAL MEETINGS

An annual general meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one (1) annual general meeting and that of the next. FURTHER:

- a. each annual general meeting shall be held within the municipality where the Units are located unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location;
- b. written notice of an annual general meeting must be provided to each Owner and any Mortgagee who has given written notice no less than fourteen (14) days prior to the day on which the meeting is to be convened and must include:
  - i. the date, time and location of the annual general meeting;
  - ii. in the case of special business, the general nature of such business; and
  - iii. the financial statements for the Corporation's preceding fiscal year and an annual report respecting the reserve fund.

- c. within sixty (60) days after the annual general meeting, the Owners must be provided with a copy of the approved minutes (or draft minutes if no minutes have been approved) from the annual general meeting. Such minutes must include results of all votes from the annual general meeting and details on any Special Resolution proposed, as follows:
  - i. if an Ordinary Resolution was proposed, the results of the vote;
  - ii. if a Special Resolution was proposed,
    - A. the number of Persons entitled to exercise the power of voting who voted in favour of the resolution and the number of Unit Factors represented by these Persons; and
    - B. the number of Persons entitled to exercise the power of voting who did not vote in favour of the resolution and the number of Unit Factors represented by these Persons;
  - iii. for an election of Board members determined by a vote, the number of votes in favour of each candidate.

### 23. SPECIAL MEETINGS

All general meetings other than annual general meeting shall be called special meetings (previously termed extraordinary general meetings).

### 24. CONVENING SPECIAL MEETINGS

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

- a. by Owners representing not less than fifteen (15%) percent of the total Unit Factors for all the Units; or
- 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. a combination of such Owners or Mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors.

convene a special meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The notice for such special meeting must include the purpose for which the meeting is convened and the specific wording of any proposed resolution. The agenda for such meeting shall include any legally valid items specified by the requisitions. All such meetings shall be held within the municipality where the Units are located unless the Owners agree, by Ordinary Resolution, to hold the meetings in another location.

## 25. NOTICE OF GENERAL MEETINGS

Subject to provisions in other Bylaws, 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. FURTHER:

- a. the Notice shall include the financial statements for the Corporation's preceding fiscal year and an annual report respecting the reserve fund;
- b. notice shall be given to the Owners and to such Mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or Mortgagee or non-receipt by an Owner or Mortgagee does not invalidate the meeting or any proceedings thereat;
- c. all Owners are responsible for informing the Board (or Manager) of any changes in their status, address, or contact information at the time of the change;
- d. in computing the number of the days of notice of a general meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted;
- e. if Notice is given by way of regular mail, an additional seven (7) days must be added for the Notice period;
- f. if Notice is given by email, an additional twenty-four (24) hours must be added for the Notice period; and
- g. 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.

# 26. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings SHALL INCLUDE THAT:

- a. all business that is transacted at an annual general meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the Chair, calling of the roll and certification of proxies and proving notice of meeting, or at any special meeting, shall be deemed special business;
- b. the nature of such special business and the text of any resolution to be submitted to the meeting shall be set out in sufficient detail in the notice of the meeting so as to permit an Owner or Mortgagee to form a reasoned judgment on the nature of that business;
- c. no such item of special business shall be effective to direct or limit the exercise by the Board of any authority or power vested under the Act or these Bylaws;
- d. items of special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act and these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- e. all general meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board; and

f. 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.

# 27. QUORUM FOR GENERAL MEETINGS

Save as in these Bylaws otherwise provided, no business shall be transacted at any general electing unless a quorum of Persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter (1/4) of the Persons entitled to vote representing not less than two thousand five hundred (2500) of the Unit Factors present in Person or by proxy shall constitute a quorum.

# 28. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the start time set for a General Meeting a quorum is not present then the meeting shall stand adjourned for thirty (30) minutes to allow further Owners to attend (to be referred to as the "adjourned meeting").

Thereafter, if at the adjourned meeting a quorum is not present within five (5) minutes from the start time set for the adjourned meeting, the Persons who are present (and entitled to vote) shall constitute a quorum for the General Meeting.

### 29. CHAIR FOR GENERAL MEETINGS

The President of the Board shall be the Chair 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 Chair 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 Chair.

# 30. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at general meetings, and as far as is appropriate at all special 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 Chair of the meeting;
- b. calling to order by the Chair and establish quorum;
- c. proof of notice of meeting or waiver of notice;
- d. reading and disposal of any unapproved minutes of General Meetings;
- e. reports of officers;
- f. reports of committees;
- g. consideration of financial statements and annual report respecting the reserve fund;
- h. appointment of auditors and solicitors;
- resignation of Board;

- j. election of Board;
- k. unfinished business;
- new business;
- m. any special business; and
- n. adjournment.

# 31. 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. Within thirty (30) days after the date on which votes must be received for a vote conducted in writing, the Owners shall be provided with the results of the vote. The results of the vote shall not identify a Unit or Person who cast a certain vote.

### 32. VOTING BY SHOW OF HANDS

At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered Mortgagee present in Person or by proxy. Unless a poll be so demanded, a declaration by the Chair 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. If an Owner owns more than one (1) Unit, the Owner's show of hands signifies the vote in respect of all Units owned by that Owner. If a proxy holder holds more than one (1) proxy, the proxy holder's show of hands signifies the vote in respect of all Units owned and all proxies held by that individual.

# 33. POLL VOTES

A poll, if demanded, shall be taken in whatever manner the Chair thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn. Where a poll vote is conducted, the votes must be counted by at least two (2) individuals. On a poll, the votes of Persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.

# 34. VOTING CALCULATION

Notwithstanding anything to the contrary herein contained, the Chair, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board. In the case of equality in the votes, whether on a show of hands or on a poll, the Chair of the meeting is not entitled to a casting vote in addition to his original vote and the resolution does not pass.

## 35. VOTES PERSONALLY OR BY PROXY

On a show of hands or on a poll, votes may be given either personally, by proxy or (when possible and determined by the Board to be appropriate) electronically.

## 36. PROXIES

The following SHALL GOVERN PROXIES:

- a. a proxy must be in electronic or hard copy format and contain the following:
  - i. the name and Unit number of the Owner or Mortgagee giving the proxy;
  - ii. the name of the individual to whom the proxy is given;
  - iii. the date the proxy is given; and
  - iv. the signature of the Owner or Mortgagee giving the proxy.
- b. a proxy may be either general or for a particular meeting, but shall expire on the earliest of:
  - i. the expiry date set out on the proxy;
  - ii. six (6) months from the date on which the proxy was given; or
  - iii. the date on which the Person who gave the proxy ceases to be an Owner of the Unit in respect of which the proxy was given.
- c. a proxy need not be an Owner but must be an individual who is over the age of majority (eighteen (18) years old);
- d. unless the proxy is given solely for the purposes of establishing quorum for a meeting, a proxy is invalid if it is given to:
  - i. a Manager;
  - ii. an employee of the Condominium Corporation; or
  - iii. an employee of the management company retained by the Corporation.
- e. any proxy may be revoked by notice in writing (electronic or hard copy) provided to a Board member before the time of the meeting or by the appointer's attendance at the meeting;
- f. a non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non Owner; and
- g. the Chair of the meeting shall rule on the validity of any proxy, before or at the outset of any general meeting.

# 37. ELIGIBILITY TO VOTE

Except in cases where by or under the Act a Special Resolution is required, no Owner or Mortgagee is entitled to vote at any general meeting unless all contributions payable in respect of the Owners Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property, including but not limited to payment of all outstanding fines, have been duly paid or met to the date thirty (30) days prior to the date of such meeting but

the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes.

# 38. VOTE BY CO-OWNERS

Voting by co-Owners shall be governed AS FOLLOWS:

- a. co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one (1) 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 (1) co-owner may demand a poll;
- b. in the case of a vote taken by a show of hands, those co-owners are entitled to one (1) vote between them; and
- c. 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. 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.

# **40.** 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.

## 41. 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 statue provides that the power of vote conferred on an Owner may or shall be exercised by the Mortgagee and where the Mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote subject to the limitations set forth in the Act resulting from the Owner's failure to pay contributions.

# 42. INSURANCE

The insurance of the Corporation shall be governed by the Board IN THE FOLLOWING MANNER:

- a. the Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act the following insurance:
  - i. fire insurance with extended coverage endorsement or such perils as the Board shall deem advisable (the perils insured against shall be "all

risks" as that term is generally understood in the insurance industry, of physical loss or damage) insuring:

- A. all of the insurable Common Property, including Common Property Units;
- B. all insurable property of the Corporation, both real and personal of any nature whatsoever;
- C. all of the Parking Units, BUT SPECIFICALLY EXCLUDING any personal property contained within such Parking Unit;
- D. all of the Residential Units, including the bathroom and kitchen fixtures contained within the Standard Insurable Unit Description BUT SPECIFICALLY EXCLUDING Betterments and Improvements or other furnishings and other property brought into or installed in Units by Unit Owners, which shall be the sole responsibility of the Owner to insure;

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

- E. all Owners from time to time;
- F. all Mortgagees who have given written notice of their interests to the Corporation;
- G. the Corporation; and
- H. the Board and any Person referred to as "Manager" within these Bylaws;

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

- ii. boiler and vessel insurance, if any boilers and vessels exist and Equipment breakdown (mechanical and electrical) coverage;
- iii. public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their Occupants, 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 two million (\$2,000,000) 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 deductible 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 him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;

- v. liability insurance for the Corporation arising out of a breach of duty as the Occupant or the Common Property;
- vi. liability insurance of 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.
- 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 of any Owner, except for arson, fraud and vehicle impact;
  - v. a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this Bylaw are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;
  - vi. all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;
  - vii. that any co-insurance clause shall be in accordance with the appraisal;
  - viii. 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 (without deduction for depreciation) in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated; and
  - ix. across liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnities each insured as if a separate policy had been issued to each Insured.
- c. for the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw or pursuant to the Act, it is reasonable in the

circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions and exclusions or restrictions, and deductibles in an amount agreed to by the Board and the insurer;

- d. at least every three (3) years, the Board shall obtain an appraisal or appraisal update, from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, 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, Units, and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts, and levels required by and as would be maintained by an Owner of similar property in the locality in which the Project is situate;
- e. a certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, as soon as practicable to each of the insureds immediately upon written request therefore, and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each Mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies, along with written notice of the change, shall be furnished to each insured within thirty (30) days of there being a change in:
  - i. the Standard Insurable Unit Description (if applicable);
  - ii. the amount of deductible;
  - iii. the replacement value of coverage;
  - iv. addition to permitted exclusions; or
  - v. any other matter contained within the Regulations.

the master policy of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the insureds upon reasonable request;

- f. notwithstanding anything aforesaid, but subject to the terms of any Insurance Trustee Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any), and any expense of the Insurance Trustee shall be treated as Common Expenses of the Corporation;
- g. the Owners shall carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner AND PROVIDED FURTHER THAT neither the Corporation

nor the Board shall be required or have any duty to insure the interests of Tenants against liability or for the interests of Tenants or Owners for their belongings, contents or other personal properly or any Betterments or Improvements installed within the Unit (whether by the current Owner or previous Owners). THE OWNERS SHALL specifically, but not so as to limit the foregoing, obtain insurance with respect to deductibles that may be payable to the Corporation in respect of the Corporation's insurance policy, and shall obtain insurance with respect to special assessments as may be levied by the Corporation, and shall provide proof of such insurance to the Corporation upon request. FOR CLARITY the insuring of any contents, belongings and Betterments and Improvements within a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any contents, belongings, personal property or Betterments or Improvements within or to the Unit, however caused;

- h. 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 nor will the Corporation be responsible for any loss or damage from any cause whatsoever to any contents in any Unit. The insuring of any contents within the Units is the sole responsibility of the Owner; and
- i. regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion determines that 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 potential claim, or that such loss or damage originated within the Unit (which includes, but is not limited to, water damage caused by a lack of plumbing repairs, damage resulting from heating problems as a result of windows left open in colder months, or delay or failure on reporting heating problems in the Unit) the Corporation may recover up to the deductible portion of the claim (whether such claim was made or not, to a maximum amount as per the Regulation) from that Owner and 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 (including costs on a solicitor client basis) and with the collection thereof 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 or common expense levied against the Unit.

## 43. VIOLATION OF BYLAWS

Any infraction, violation of, default or failure to comply under these Bylaws shall be governed AS FOLLOWS:

a. any infraction, violation of, default or failure to comply under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his Occupants, servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within three (3) business days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor

and his own client on an indemnity basis, additional administrative and management costs, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall form a contribution/assessment as against the Unit which shall become due and payable on the date of payment of such monthly assessment and shall bear interest 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 owing to the Corporation for which three (3) business days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs and disbursements of such action including costs and disbursements as between a solicitor and his own client on a full indemnity basis. The granting of solicitor and client costs shall be absolute and not subject to the discretion of any court of competent jurisdiction, excepting the amounts which may be taxed in accordance with the prevailing rules for taxation of solicitor/client costs. Any amount owing together with solicitor client costs may be collected pursuant to the Act, by foreclosure pursuant to the Land Titles Act;
- c. in addition to, but not so as to limit the powers of the Corporation under paragraphs (a) and (b) of this Bylaw, if the Board determines that a breach of the 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 a reasonable time to rectify is not appropriate and the breach is to cease immediately, such reasonable time does not need to be provided). If that is the case, the time specified shall be no earlier than three (3) business days from the date the notice is delivered to the Owner allegedly in breach;
- d. upon resolution, if the Board determines that an infraction, violation, default or failure to comply with any Bylaw is occurring, the Board, upon resolution, may impose a reasonable non-monetary or monetary sanction. Prior to the imposition of the sanction, a notice of the proposed sanction must be served on the Person in violation, containing the following information:
  - i. the Unit number associated with the failure to comply with a Bylaw;
  - ii. the name of the Person subject to the proposed sanction, if known;
  - iii. the provision of the Bylaw that has not been complied with;
  - iv. if the sanction is provided for in a Bylaw in respect of non-compliance with a rule, the rule that has not been complied with;
  - v. the date and time of the non-compliance, if applicable;
  - vi. other relevant particulars of the failure to comply;
  - vii. if applicable, the maximum monetary sanction for non-compliance with the Bylaw;

- viii. a description of corrective or other action, if any, that must be taken in respect of the non-compliance;
- ix. the deadline, which must be at least three (3) days, excluding holidays, after service of the notification, for taking the required actions or providing a written response to the notification, if any.

when the deadline for a written response or corrective actions has expired and the Corporation is not satisfied with the response or actions, if any, the Corporation may impose the sanction. The sanction can include the prohibition of the Owner, Tenants and invitees of the Owner or Tenants from the use and enjoyment of the Common Property.

- e. the Board shall use its discretion in determining the severity or seriousness of each violation and impose monetary sanctions which it considers reasonable in the circumstances and the Board must pass a Board resolution in respect of same. The sanction may be imposed on:
  - i. the Person named in the notice of the proposed sanction; or
  - ii. if no Person is named in the notice, then:
    - A. on the Owner, if the Owner has not provided notice to the Corporation under these Bylaws with the details of the Tenant in possession of the Unit; or
    - B. on the Tenant, if the Owner has complied with the Bylaws to provide notice as required about the Tenant.
- f. such monetary sanctions shall be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate. When imposing the sanction, the Corporation shall serve on the Person subject to the sanction written notice containing the following information:
  - i. in respect of a monetary sanction, the amount of the sanction and the instructions and the deadline for payment of the sanction;
  - ii. in respect of a sanction other than a monetary sanction, a description of the sanction and the date and time at which it comes into effect;
  - iii. reasons for issuing the sanction; and
  - iv. the date of the Board resolution approving the sanction.
- g. if a Tenant of an Owner is alleged to be in breach, the notice shall also be served on the Owner and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. The maximum monetary sanction that can be imposed for the failure to comply with a Bylaw in respect of a Unit is:
  - i. for the first instance of non-compliance, a maximum of five hundred (\$500) dollars;

- ii. for the second and subsequent instances of non-compliance, a maximum of one thousand (\$1000) dollars; and
- iii. each week of a continuing breach shall be deemed a contravention of a Bylaw, and the maximum amount of monetary sanction imposed for a continuing contravention is five hundred (\$500) dollars for the first week and one thousand (\$1000) dollars for each subsequent week for a sanction arising from the same event or series of events.
- h. 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 the Act to enforce the sanction as if it were an unpaid contribution/assessment due and owing by the Unit. Where the Corporation takes such proceedings, the Owner in breach shall be responsible to pay the Corporation's legal and other related expenses in respect of the proceeding on a solicitor and own client basis: and
- i. 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, with the exception of liens placed on title for non-payment of monies owing to the Corporation.

# 44. DAMAGE OR DESTRUCTION

In the event of damage or destruction the following shall APPLY:

- 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 meeting and give at least fourteen (14) days' notice by registered mail to all Owners and Mortgagees who have given notice;
- b. unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute Common Expenses 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 under these Bylaws;

- c. where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to have consented to such application. Upon termination of the condominium status:
  - 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, the Owner's 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 other area granted for the exclusive use of any Owner;
- e. the Corporation shall make repairs or arrange for and supervise repairs to a Unit and fixtures and finishing in a Unit after damage where the Corporation is responsible for insuring the property affected by the damage. The Corporation is not responsible for making or arranging for repairs after damage where the damage is in respect of property that the Corporation is not required to insure, including but not limited to Betterments and Improvements made by an Owner;
- f. 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;
- g. the Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage that was not the Corporation's responsibility to insure against, if:
  - i. the failure to repair poses a risk to public safety, or puts Common Property, other Units, Occupants or personal property in Common Property or other Units at risk;
  - ii. the Owner of the Unit or an agent of the Owner has not commenced repairs within a reasonable amount of time; and
  - iii. the Corporation has provided reasonable notice to the Owner.
- h. the Owner of a Unit repaired by the Corporation is responsible and liable to pay the Corporation for the costs of actions taken by the Corporation in this case, including all administrative fees and legal costs on a solicitor and own client indemnification basis, and should the Owner fail or neglect to pay such amounts, any unpaid amounts shall form a contribution owing as against the Unit;

- i. 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 the Common Property occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- j. notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to any Unit, all items in any Unit, or the Common Property, including, without limiting the generality of the foregoing, exteriors of doors and locks and hardware, including the garage door, roofing materials, eavestroughs, exterior drains, exterior beams and trim, all fencing posts, driveways, ramps and all other outside hardware and accoutrements on his Unit, by himself, members of his family, his Tenants or visitors or members of their families, his invitees and contractors or licensees that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only up to the amount of the insurance deductible). Should any Owner fail to repair such damage in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair; and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and 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 hereon as herein provided for overdue assessments and such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution or Common Expense levied against the Unit. Where the Corporation takes such proceedings, the Owner in breach shall be responsible to pay any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client indemnification basis; and
- k. an Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit if the Board, in its sole discretion and acting reasonably, determines that an Owner (or members of his family, his Tenants, Occupants, visitors or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage or that such loss or damage originated within the Unit, that is requiring maintenance, repair or replacement, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation (including, but not limited to, the fact that each Owner is responsible for and shall pay for the costs of any damage he causes to the Common Property during moving in or moving out from his Residential Unit).

## 45. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

The following shall govern in respect of contributions or assessments:

a. the Common Expenses of the Corporation shall be paid by the Owners, in accordance with their Unit Factors, or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:

- i. all levies or charges on account of garbage removal, composting and/or recycling removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one (1) Owner either by meter or otherwise;
- ii. management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
- iii. all the charges on account of cleaning or sweeping, lawn maintenance and landscaping and for ice, snow and debris removal not designated to be maintained by an Owner;
- iv. all charges on account of any light standards or poles and related fixtures located on the Common Property;
- v. all charges on account of maintenance for those portions of a Unit and Common Property for which the Corporation is responsible under these Bylaws;
- vi. all costs of furnishings, tools and Equipment for use in and about the Project facilities or amenities 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 costs of furnishings and Equipment for use in and about the recreational facilities or amenities, including the repair and replacement thereof;
- ix. all charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit for which it is responsible for the Common Property either in the absence of insurance coverage or within the deductible of the insurance coverage, unless up to the insurance deductible amount is charged back to an Owner under these Bylaws;
- x. all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality or the foregoing, all legal, accounting, auditing and engineering, all replacement reserve fund studies, reserve fund reports, reserve fund plans and annual reserve fund reports, including fees and disbursements related to any such services;
- xi. all reserves for repairs and replacement of Common Property, and portions of Units the repair or replacement of which is the responsibility or the Corporation;
- xii. maintenance of the exterior walls and other structural costs of maintaining the Parcel;

- xiii. the cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
- xiv. the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
- xv. The allocable or pro-rate portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property;
- xvi. any GST on condominium contributions as required by Canada Customs and Revenue Agency;
- xvii. municipal taxes, levies or assessments on any Unit owned by the Corporation; and
- xviii. 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 to each Owner:
  - i. a copy of the budget for the ensuing fiscal year which has been adopted by resolution of the Board (and any revisions to the budget must be provided to the Owners as soon as possible thereafter); and
  - ii. a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year.
- c. the budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements and include a reasonable provision for the Capital Replacement Reserve Fund;
- d. the Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget. The Corporation may by resolution determine the maximum amount that may be paid from the Capital Replacement Reserve Fund in respect of a single expenditure;
- e. the Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other Person, firm or Corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly installments payable, in advance, on the first day of each month, the first installment to be made on the first day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;

- f. all payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;
- g. the Corporation shall, on the application of an Owner, 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:
  - 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.

in favour of a Person dealing with that Owner the certificate is conclusive proof of the matters certified in it;

- h. upon the written request of an Owner, purchaser or Mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the Person making the request one (1) or more of the following as requested by that Person:
  - i. An information statement setting forth all of the following:
    - A. the particulars of:
      - any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;
      - ii. any unsatisfied judgment or order for which the Corporation is liable; and
      - iii. any written demand made on the Corporation for an amount in excess of five thousand (\$5000) dollars that, if not met, may result in an action being brought against the Corporation.
    - B. a statement setting out the amount of the Capital Replacement Reserve Fund;
    - C. a statement setting out the amount of the contributions and the basis on which that amount was determined;
    - D. a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included on the Condominium Plan; and

- E. loan disclosure statements for current loans, including documents showing the starting balance, current balance, Interest Rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;
- ii. the particulars of or a copy of any subsisting or prior management agreement;
- iii. the particulars of or a copy of any subsisting recreational agreement (if applicable);
- iv. the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
- v. a copy of the most current budget of the Corporation;
- vi. a copy of the annual financial statements of the Corporation;
- vii. a copy of the Bylaws of the Corporation;
- viii. in respect of a particular fiscal year, a copy of:
  - A. all approved minutes of all general meetings of the Corporation, if available,
  - B. draft minutes of general meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request, and
  - C. approved minutes of board meetings.
- ix. a statement setting out the Unit factors and the criteria used to determine Unit factor allocation;
- x. a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a Parking Stall or storage Unit;
- xi. copies of reserve fund plans, reserve fund reports and annual reports;
- xii. a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included in the Condominium Plan;
- xiii. a consolidation/summary of all the rules made by the Corporation;
- xiv. current Standard Insurable Unit Description;

- xv. 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;
- xvi. 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;
- xvii. copies of insurance certificates held by the Corporation; and
- xviii. copies of policies of insurance held by the Corporation.
- 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 assessments, or any installments 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; and
- j. the Board or the Manager supplying any documents required to be provided in these Bylaws or under the Act, shall be entitled to charge a reasonable fee for the production thereof.

#### 46. SPECIAL ASSESSMENTS

If at any time it appears that the annual contributions towards the Common Expenses will, be insufficient to meet the Common Expenses, the Corporation may assess and upon at least ten (10) days notice, collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice, each such special assessment shall be determined and assessed against the Owners in accordance with their Unit Factor. Unless otherwise provided, all such special assessments shall be payable on the due date for payment specified in the notice (which must not be less than ten (10) days from the date of the notice) and, if not paid, shall bear interest at the Interest Rate from the due date until paid.

## 47. DEFAULT IN PAYMENT OF CONTRIBUTIONS OR ASSESSMENTS

Default in payment of contributions or assessments are governed AS FOLLOWS:

a. the Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, installment or payment due to the Corporation, which lien shall be a lien against such estate or interest. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such

unpaid contribution assessment, installment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, installment or payment which is in arrears for more than thirty (30) days, shall be deemed to have given to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its reasonable costs, including legal expenses and fees incurred by the Corporation in collecting the amount owing and disbursements on a solicitor and his own client indemnification basis from such defaulting Owner;

- the Owners acknowledge and agree that amounts payable other than in b. proportion to Unit Factors under the Act include, without limitation, solicitor and his own client legal fees on a full indemnity basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, installments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, installments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner for the next month following the date when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- c. any other Owner or Person, firm, or Corporation whatsoever may pay any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, Person, firm or Corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created in accordance with the other terms and conditions of this Bylaw;
- d. notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- e. in the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board

shall give notice of such default to all Mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;

- f. in the event of any contribution, assessment against or installment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days. The Board, at its election, may accelerate the remaining monthly contributions, assessments, installments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice;
- g. all reasonable costs of the Manager and reasonable expenses, legal costs and disbursements incurred by the Corporation (including costs on a solicitor and his own client indemnification basis) in registering and discharging a caveat which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his Occupants, 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 the Corporation; and
- 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.

### 48. 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.

#### 49. LEASING OR RENTING OF UNITS

An Owner shall not lease, rent or grant possession of his Unit to any Tenant or Occupant for an initial period of less than one (1) year (following expiry of the first one (1) year term, such lease agreement can be extended on a month-to-month basis with the same Tenant), and FURTHER:

- a. an Owner shall not lease, rent or grant possession of his Unit for any length of time UNLESS AND UNTIL:
  - i. the Owner has given written notice to the Corporation of his intention to rent the Unit and provide an executed "Notice of Intention to Rent" form, which will be provided by the Board upon request, setting forth the following information for each tenancy, regardless of the length of term of occupancy:
    - A. the address at which the Owner may be served with a notice given by the Corporation;

- B. length of lease;
- C. confirmation of Tenant Insurance;
- D. the names of the Tenant; and
- E. an undertaking, signed by the proposed Tenant, that the proposed Tenant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The Undertaking shall be, to the following effect:
- "I \_\_\_\_\_\_, covenant and agree that I, all Occupants of the Unit, the members of my household and, my guests from time to time will, in using the Unit rented by me, any Exclusive Use Areas relating to the Unit, and all the Common Property; comply with the *Condominium Property Act*, the Bylaws and all rules and Regulations of the Corporation during the term of my tenancy."; and
- ii. at the Board's sole discretion, a security deposit of five hundred (\$500) dollars, or such other amount as the Board may from time to time determine to be required, deemed to be equivalent to one (1) month's rent, shall be provided to the Board on each occasion that a "Notice of Intention to Rent" form is required.
- b. the Corporation is authorized to:
  - i. impose and collect deposits under 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 the Act; and
  - iii. make applications to the Court under the Act.
- c. a new Notice of Intention to Rent and security deposit must be provided upon every change in tenancy;
- d. the security deposit will be returned to the Owner at the end of each tenancy;
- e. a fine in the amount of one hundred (\$100) dollars may be levied against the Unit of any Owner who does not provide written notice of the name and information of their Tenant within ten (10) business days of the Tenant having taken possession of the Unit;
- f. no Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in 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; and
- g. the Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations.

## 50. NOTICES

Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:

- a. sent by prepaid mail to:
  - i. the Owner at the address of his Unit or other known address; or
  - ii. the address shown on the Certificate of Title to the Unit at the Land Titles Office; or
  - iii. the Corporation at its address for service shown on the Condominium Plan; or
  - iv. the Mortgagee at its address supplied to the Corporation.
- b. left with the Owner or some adult Person at the said address of the Unit; or
- c. sent via email to an email address provided by an Owner specifically for the receiving of notices and other correspondence from the Corporation.

Any notice given by regular mail shall be deemed to have been sent and received seven (7) days after it is mailed. Any notice given by email is deemed to have been received by the Owner twenty-four (24) hours after it was sent. Where an Owner has requested and consented to receive communications from a Corporation by email and has provided an email address for this purpose, the Corporation shall send all notices to such Owner in this manner. An Owner or a Mortgagee may at any time, in writing, advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a Mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

### 51. 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 these Bylaws subject to the interests of any Mortgagees.

### 52. 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.

### 53. 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 (2) votes, one (1) 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.

### 54. RIGHT TO EXCLUSIVE USE AREA

The Board shall be deemed to have designated and assigned to each Owner exclusive use of Exclusive Use Areas related to his Unit, all of which shall constitute Exclusive Use Areas granted to an Owner in accordance with these Bylaws, and FURTHER:

- any landscaping or decoration of balconies or patio areas may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of any such balcony or patio area approved landscaping or decoration 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 Exclusive Use Area assigned or designated by it under these Bylaws;
- c. any Exclusive Use Area shall, at a minimum, 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 repairing and maintaining the Parking Units and Parking Units and removing ice, slush, snow and debris from the driveway, common walkway, parkade ramp and outside parking and parking access areas, sweeping the underground parkade and for structurally maintaining walkways, fences, balconies, patio areas, and Parking Units to a standard considered reasonable by the Board. An Owner shall not repair or maintain any of the portions of the Parcel assigned to be maintained by the Corporation, without Board approval. The term Exclusive Use Area does not include any fence rail, concrete, asphalt or similar structure or material bordering any designated Exclusive Use Area;

- d. should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its representatives those items for which he is responsible after ten (10) days' written notice to do so given by the Board or its representatives, then the Board or its representatives may do or cause to be done the maintenance or repair and if so requested by the Board 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 connection with the doing of such maintenance and/or repairs and the Board or its representatives may use all or any of the remedies open to it to recover such monies for the Corporation and such monies shall be a charge to his Unit to the same extent as if it was a common expense or contribution assessed upon his Unit; and
- e. notwithstanding the granting of any right, licence or privilege or exclusive use of any Exclusive Use Area to any Owner, the Corporation and its servants and agents shall 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 Exclusive Use Area for the purpose of carrying out any of the duties or functions of the Corporation.

### 55. RECREATIONAL FACILITIES

The Common Property includes recreation areas available for the use of Occupants and Owners. The Board may, from time to time, make rules and policies governing the use of recreation areas by Occupants and Owners and, without limiting the generality of the foregoing, may make rules and policies governing the use of the Library Room and surrounding areas. Any Occupant or Owner shall abide by and be bound by any rules and policies in force from time to time as if they were a Bylaw.

### **56. STORAGE AREAS**

Owners are entitled to store a limited selection of items within their Parking Unit Storage Cage (in a Board approved storage cage) or alternatively to store a limited selection of items within their balcony Storage Space (collectively, the "Storage Areas") PROVIDED THAT the following provisions are complied with:

- an Owner shall be entitled to the use of their Storage Area only in further accordance with the reasonable rules and policies of the Condominium Corporation (as modified from time to time);
- b. each Owner shall use his Storage Area only for the storage of non- perishable property owned by him;
- c. no portion of such Storage Area shall be used for human or animal occupancy;
- d. no goods, materials, chattels or other property shall be stored in any Storage Area which would violate any law or ordinance now or hereafter in force or which would violate the provisions of an insurance policy or result in any increase in the insurance costs of the Corporation;
- e. no foodstuffs, or dangerous, noxious, filthy, offensive, explosive or inflammable materials are permitted in the Parking Unit Storage Cage;

- f. each Owner agrees that the Corporation shall have the right to enter into and upon any Parking Unit Storage Cage at all reasonable times for the purposes of inspecting and ensuring compliances with these rules and regulations;
- g. an Owner may only store goods, materials, chattels or other property in his Storage Area that are actually owned by him;
- h. an Owner shall not assign or sublet his Storage Area to any third party without prior consent of the Board; and
- i. all goods and materials stored in the Storage Area are the Owner's sole risk. Each Owner acknowledges that he is obligated to obtain and maintain in force sufficient insurance to protect the goods stored by him in his Storage Area against any loss suffered by the Owner, whether from theft, vermin, rodents, fire, water damage, frost, steam, leakage, rain, flood, leakage or structural defect of 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 Area.

#### 57. PARKING

The following shall further govern the Parking on the Project:

- a. "Owner" includes a Tenant or Occupant for the purposes of this section;
- b. the Corporation shall have the right to tow any vehicle parked in an unauthorized place or manner at the sole expense of the respective Owner thereof;
- c. a visitor may only park his Private Motor Vehicle in a stall designated by the Board for such visitor parking and the visitor parking shall be subject to the rules and policies of the Board, in place from time to time. All visitors in the designated visitor parking spaces must have an authorized visitor parking pass on the dashboard of the car when parking overnight;
- d. no Private Motor Vehicle belonging to an Owner or other member of his family or a guest of an Owner or a Tenant or an Occupant shall park in such a manner as to impede or prevent ready access to another Owner's Parking Unit;
- e. in further regard to parking and operating a Private Motor Vehicle on the Project, Owners SHALL NOT:
  - use the common driveway ramp or roadways or any part of the Common Property other than for ingress to and egress from a Parking Unit for the parking of any Private Motor Vehicles, except in accordance with permission in writing from the Board;
  - ii. park or store any Private Motor Vehicle or allow any member of his household to park or store any vehicle on those areas designated for visitor parking between the hours of 11:00 p.m. to 8:00 a.m. daily, without prior consent of the Board;

- iii. allow a visitor to his Residential Unit to park his Private Motor Vehicle anywhere on the Parcel except in a surface area stall designated for visitor parking and then only for a maximum of twenty-one (21) consecutive days except with prior consent of the Board;
- iv. wash Private Motor Vehicles within the Project;
- v. use the Parking 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;
- vi. carry out any repairs or adjustments to Private Motor Vehicles on the Project, except as where permitted by the Board;
- vii. allow trailers, campers, boats, snowmobiles, all terrain vehicles, buses or any type of motor home, recreational vehicle or equipment to be parked or stored anywhere on the Common Property;
- viii. bring onto the Project any vehicles other than Private Motor Vehicles without the written consent of the Board or the Manager, save in the course of delivery to or removal from the Project, and then only in accordance with the rules in place by the Board;
- ix. use his Parking Unit for anything other than parking a Private Motor Vehicle as permitted by these Bylaws, except for use of approved Storage Cage contained within the Parking Unit boundaries;
- x. allow a visitor to his Unit to park his Private Motor Vehicle anywhere on the Parcel designated for parking by other Owners or Tenants;
- xi. drive any Private Motor Vehicle on the Common Property at a speed in excess of fifteen (15) kilometers per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- xii. keep on the Parcel any Private Motor Vehicle which is not currently licensed or not in operating condition without the prior written consent of the Board;
- xiii. park or store any Private Motor Vehicle anywhere on the Project which leaks oil, grease, gasoline or antifreeze or which is, in any other way, offensive or hazardous, in the sole discretion of the Board. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible;
- xiv. allow the Parking Unit to become or remain in an untidy or unsightly condition. FURTHER, the Parking 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 and to the other Parking Units and if any damage is caused to the Parking Units by any party, such party shall

restore the Parking Units to their former condition as far as is reasonably practical, PROVIDED THAT the Corporation shall be responsible for structurally maintaining such Parking Units to a standard considered reasonable by the Corporation. The Board shall have the right of entry and access to any Parking Unit as may be necessary to permit repairs or maintenance thereof or to give access to the utility and service areas adjacent thereto;

- xv. carry on any type of business in a Parking Unit or on the visitor parking lot;
- xvi. park more than one Private Motor Vehicle on his Parking Unit PROVIDED THAT the Owner of tandem Parking Units 51, 52 and 53 may park a second Private Motor Vehicle thereon;
- xvii. erect any structures, improvements or fixtures on or add to his Parking Unit (excepting an approved Storage Cage) in any manner without the prior written consent of the Board; and
- xviii. obstruct or permit any passage or driveways or Parking Units to be obstructed by any Occupant, his family, guests or visitors or their Private Motor Vehicles.

#### 58. RESTRICTIVE COVENANTS ON PARKING

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

- a. an Owner of the Residential Unit who mortgages or otherwise encumbers the Residential Unit shall also be deemed to have secured the Parking Unit in respect thereof, such that in the event the Mortgagee or encumbrance is forced to realize on its security and effects a sale or other disposition of the Residential Unit, such sale or other disposition shall include the sale, right to use or other disposition of the Parking Unit; and
- b. an Owner of the Residential Unit shall not sell, partition or otherwise divide any interest in the Parking Unit so as to diminish its size.

### 59. INDEMNITY OF MEMBERS

The Corporation shall indemnify every member of the Board, Manager, and any officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being having been a Board member, Manager, employee or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the

total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

## 60. NON-PROFIT CORPORATION

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

- a. reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one (1) 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 annual honorarium, stipend or salary established pursuant to these Bylaws.

### 61. RESTRICTIONS ON OCCUPANCY AND USE

- a. In this section "Owner" includes a Tenant and Occupant for the purposes of this section.
- b. An Owner SHALL NOT:
  - i. use his Unit or the Common Property, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the Project, or for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such area, including but not limited to using the Unit to provide a day care center or babysitting service, except with the expressed written approval of the Board, such approval can be arbitrarily withheld;
  - ii. use his Unit or permit to be used in any manner or for any purpose which may cause any insurance maintained by the Corporation to be cancelled or declined or its premium rates increased, or that will cause nuisance or hazard to any Occupant of another Unit or the family of such an Occupant;
  - iii. use his Unit in whole or in part for a purpose other than for a single family Building, and specifically including that he shall not use his Unit or the Building, the Common Property, or any part thereof, for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such area and specifically but not so as to alter the generality of the foregoing, may not offer their Unit or any part of their Unit as an Airbnb or for any other short term lease or licence, PROVIDED however with the prior approval of the Board and obtained in writing the Unit may be used for the purpose of a home office or for the conduct of home craft;

- iv. make or permit noise, including without limitation pet noise, within or about any Unit or the Common Property, or allow any odour to emanate or escape from his Unit or conduct himself in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit, or Common Property by any other Owner or Occupant. No 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 Occupants. No contractor or workman shall be permitted to do any work in any Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m., or on Saturdays, Sundays or legal holidays without the prior consent of the Board;
- v. keep or allow any animal, snake, reptile, livestock, or pet of any kind at any time to be in his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days' notice to that effect. FURTHER NOTING THAT:
  - A. no dogs shall be permitted on the Parcel, including a prohibition on dogs visiting;
  - B. birds and fish which reside in an enclosure at all times are allowed without Board approval. All other pets are only permitted on the property with prior Board approval;
  - C. in respect of cats, a maximum of two (2) cats are permitted per Unit, except with the written consent of the Board in unique circumstances;
  - D. all pets approved must be hand leashed and kept under control at all times when outside of the Unit;
  - E. a pet agreement must be submitted to the Board in writing;
  - F. pets are not to be tied anywhere on the Common Property;
  - G. any animal deemed to be a "companion pet" may only come onto the Parcel after the appropriate certification information and forms have been submitted to the Board including the registration of the animal and the institution at which the animal was trained and certificated. Until all certification is received and approved, the animal may not be on the Parcel;
  - H. the Owner shall keep their pet from being noisy or aggressive or causing any annoyance or discomfort to other Occupants, and shall remedy immediately any complaints made by other Occupants or the Board;
  - I. the Owner shall immediately clean up after their pet outside the Unit;

- J. any municipal bylaws in effect in the municipality with regard to animals at any point in time shall have effect within the Common Property and municipal officers are hereby authorized and permitted to enforce municipal bylaws on the Common Property; and
- K. an Owner agrees to pay to the Corporation the cost of any repairs or damage to the Common Property necessitated by and caused by any pet, including all legal expenses, management expenses, incurred to enforce this Bylaw. Legal expenses shall be on a full indemnity basis, as between solicitor/client plus disbursements.
- vi. no Owner shall feed pigeons, gulls or birds from the windows of the Unit, or anywhere in the close proximity to the Unit;
- vii. permit his Residential Unit to be occupied as a place of residence by more than one family or by more than five (5) Persons (whether adult or minor) without the consent, in writing, of the Board nor shall the number of Persons, adult and children, occupying a Residential Unit exceed the number permitted by any Municipal or Provincial law or authorities;
- viii. shake mops or dusters of any kind nor throw anything out of any windows of his Unit or the Common Property or sweep dirt and debris off his balcony or patio onto another Exclusive Use Area, Unit or Common Property, nor permit anything of this kind of be done;
- ix. use his balcony, patio or other areas outside his Residential Unit for the storage of personal belongings or other goods or chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his Residential Unit or Storage Area when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, including bicycles, toys and like things belonging to an Owner's household be put away inside such Residential Unit or Storage Area when not in actual use, however, lawn furniture on a patio or balcony is permitted;
- x. be responsible for ice and snow removal other than from his own balcony or patio Exclusive Use Area;
- xi. prop or leave open any exit door contained upon the Project;
- xii. cook on a balcony other than by using a barbeque powered by either natural gas or electricity (no propane or briquettes);
- xiii. allow his heating system to be rendered inoperable during the heating season;
- xiv. do anything or permit anything to be done within 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 fire insurance premiums with respect thereto or

- which would render invalid any insurance maintained by the Corporation including the careless managing of smoking materials in individual Units;
- xv. overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials in his Unit, in the garbage containers, on the Common Property, or in Storage Areas, normal cleaning products and related household goods excepted;
- xvi. do anything or permit anything to be done by any Occupant of his Residential Unit, or the Common Property, which is contrary to any statute, ordinance, Bylaw or Regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- xvii. without the consent in writing of the Board, have any right of access to those portions of the Common Property used from time to time for Utilities areas, Building maintenance, or Storage Areas not belonging to them pursuant to these Bylaws, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- xviii. excepting the first floor Units, fail to keep all floors in his Residential Unit covered with wall to wall carpet and underlay as follows:
  - A. for areas other than bedroom(s): 1305, 1306, 1310, 1315, 2201, 2301, 2307, 2311; and
  - B. for the entire Unit: 1207, 1208, 1210, 1302, 1308, 2303, 2310, 2314.
- xix. leave water running unless in actual use in his Unit;
- xx. prevent or prohibit access to and use of exterior water taps or electrical plugs related to his Unit for the proposes of maintaining Common Property;
- xxi. use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein;
- xxii. erect or fasten to his Unit on or about the real property of the Corporation or the Common Property, any kind of television antenna, aerial, tower or similar structure and appurtenances thereto as the same may only be done by the Corporation for and in connection with the common television cable or other distribution or reception system as authorized by the Board, and then only in accordance with the Regulations or approval established by the Board;
- xxiii. erect, hang or fasten to his Exclusive Use Area or exterior portion of his Unit or the Building, any Christmas lights or similar decorations except from the 1<sup>st</sup> day of November to the 1<sup>st</sup> day of February in the following year, at his sole expense, and if he agrees to restore, repair or refurbish any Common Property damaged by him as a result of such installation;

- xxiv. permit, erect or hang over or cause to be erected or to remain outside any Window or Door or any other part of the Residential Unit or Common Property or on the real property of the Corporation, any clothesline, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board;
- xxv. hang laundry other than within his Residential Unit;
- xxvi. move in or out, or permit any Occupant to move in or out, of the Residential Unit without compliance with the Move In/Out Policy in place by (and from time to time amended by) the Board, noting that the Owners are responsible for the actions of the Occupants and any agents, employees, contractors or other people involved in the move, and further shall NOT:
  - A. move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
  - B. move items in a manner which could cause damage to the elevator or any other part of the Building;
  - C. move items other than through the front doors;
  - D. park vehicles involved in the move other than within the parking lot;
  - E. travel with items over any lawns, balconies, Exclusive Use Areas or other areas other than upon the sidewalk; and
  - F. be permitted to move without providing a non-refundable moving fee in the amount set by the Board from time to time, which must be paid in full before a move in or move out.
- xxvii. paint, decorate or otherwise alter any portion of his Unit or Common Property required to be maintained by the Corporation without the express, prior, written consent of the Board;
- xxviii. erect or fasten to any window or door of his Unit an air conditioning Unit or system, without the prior written consent of the Board, such consent which can be unreasonably withheld;
- xxix. allow cycles (including, but not limited to, bicycles, tricycles, unicycles), scooters, skateboards, wagons or similar vehicles in passenger elevators and none of the aforementioned items are allowed to stand in the halls, Common Property, passageways, other areas where the Units are situated except for when being transported between the Unit and the outside of the Building;
- xxx. obstruct or permit any passage, driveways, Parking Areas or Parking Units to be obstructed by any Occupant, his family, guests or visitors or

- their vehicles or use a sidewalk, walkway, passage or Parking Unit other than for ingress and egress to and from his Unit;
- xxxi. erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree, shrub, flower on, or which overhangs any part of the Common Property other than that for which such Owner has been granted the right to exclusive use, without the prior written consent of the Board;
- xxxii. do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or fauna and shall not place chairs, tables, children's play things, devices or toys or other objects on the lawns and grounds of the Common Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- xxxiii. store, erect or place any building, structure, trailer or tent (either with or without living, sleeping or eating accommodation) on the Common Property or on any Exclusive Use Area assigned to him;
- xxxiv. conduct any group tour or exhibition of his Unit or its contents, or conduct any auction sale or other sale in or about his Unit or the Parcel without the consent in writing of the Board, such consent cannot be unreasonably withheld;
- xxxv. 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 a Residential Unit in any manner which may make the same visible from outside of the Residential Unit without the prior written approval of the Board;
- xxxvi. permit any member of his household, guests or visitors to trespass on that part of the Parcel to which another Owner is entitled to exclusive occupation;
- xxxvii. place bed sheets, towels, foil or opaque material in or on any exterior window of his Residential Unit and window coverings must be neutral, white, off-white or ivory colour without the express written consent of the Board first had and obtained;
- xxxviii.permanently place, install or affix any mats, carpets or similar coverings on his balcony or patio, without prior written consent of the Board, PROVIDED THAT any Board approved jardinieres or similar plant pots shall be placed upon cushions or support devices to protect against damage to any balcony, patio area or its membrane. There shall be no cement plant pots permitted;
- xxxix. store gasoline, combustible or flammable goods or materials or offensive goods in or upon or about his Unit or any part of the Common Property, including but not limited to within his Storage Areas;
- xl. allow his Unit, Storage Area or Exclusive Use 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 Unit, Exclusive Use Area or Storage Area and the cost of doing same may be charged back to the Owner as a contribution owing, if deemed reasonable to do so by the Board;

- xli. do any act or permit any act to be done, or alter or permit to be altered his Unit, Parking Unit or Exclusive Use Area 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;
- xlii. make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical alterations or additions to the Building or his Unit, or any structural alterations to be made to the outer boundary of his Unit, or to any load bearing or partition wall or any ceiling or floor thereof, without first having the design and specifications of such alteration or addition approved in writing by the Board. FURTHER:
  - A. the Owner requesting such approval agrees to pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications or advise the Board;
  - B. the Owner shall be responsible for any and all costs required to maintain, repair and/or replace any and all such alterations, improvements or additions, whether or not they were made with the prior written approval of the Board;
  - C. the Owner is responsible for ensuring any contract worker engaged to complete the work is qualified and licensed to perform the task for which he/she is hired to do;
  - D. in the event that any and all such alterations, improvements or additions are not maintained by the Owner to the satisfaction of the Board, the Board may elect upon ten (10) days' written notice to order the area be restored or removed;
  - E. if the Owner fails to comply with such order, the Board or its duly authorized representative may carry out the restoration and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
  - F. to the extent that the costs are not paid by the Owner, they may be charged back against the Unit as if an unpaid contribution;
  - G. for the purposes of this Bylaw, the current Owner of a Unit shall be liable and responsible for any and all such alterations, improvements and additions made by any and all prior Owners of the Unit and shall also be responsible for notifying any potential purchasers of the Unit of any and all such alterations,

- improvements and additions for which they may become liable and responsible for under this Bylaw;
- H. the Corporation shall not be liable for any damages, costs or any other liability arising from the improvement, addition or alteration, to the improvement, addition or alteration or as a result of the improvement addition or alteration;
- I. any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid; and
- J. any changes to a Unit must comply with all Municipal, Provincial and Federal laws and any required permits must be secured by the Owner from the appropriate authority.
- xliii. deposit customary household refuse and garbage outside his Unit other than in property secured garbage bags placed in the garbage containers and shed or enclosure provided by the Corporation. All bulk waste items, such as discarded household furnishings, which the City of Calgary Sanitation Department will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense;
- xliv. smoke, vape or allow smoking or vaping of tobacco or cannabis products anywhere outside his Residential Unit (including no smoking on an Exclusive Use Area). An Owner shall not throw cigarette butts, matches or other smoking or combustible materials out of windows or over balconies or anywhere that may pose a fire risk;
- xlv. grow, cultivate or produce any type of cannabis plant anywhere outside his Unit or anywhere on the Parcel (including Exclusive Use Areas or other areas to which the Owner has been granted exclusive use);
- xlvi. render a Unit unfit for human habitation. Units must be kept clean and in good order and free of insects and vermin. 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; and
- xlvii. use any portion of the Common Property or Units except in accordance with the Bylaws or the rules established from time to time by the Board.

#### 62. BYLAW AMENDMENT

The Bylaws shall not be added to, amended, repealed or replaced except by Special Resolution. Notwithstanding as otherwise outlined in these Bylaws, where a Bylaw is to be added to, amended, repealed or replaced, the Persons entitled to vote shall be given written copies of the proposed addition, amendment repeal or replacement not less than fourteen (14) days prior to the day upon which the Special Resolution is to be voted on.

### 63. BYLAWS

The Corporation, the Board and all Owners shall be bound by and shall observe and obey such Bylaws, rules and Regulations as are applicable to each of them and as amended from time to time, whether or not such Bylaws, rules and Regulations are registered at the Land Titles Office herewith or severed therefrom for purposes of registration or otherwise.

## 64. ARBITRATION AND MEDIATION

Excepting the collection by the Corporation of amounts owing by the Owner and all its rights and remedies, including foreclosure and sanctions, any dispute respecting any other matter arising under these Bylaws may be dealt with by means of mediation, conciliation and arbitration, provided both parties agree and acknowledging that both parties would be responsible for their own legal costs (if any) and fifty (50%) percent of the mediation, conciliation or arbitration costs.

#### 65. GRANT OF EASEMENT OVER COMMON PROPERTY UNITS

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 across, on and through and to remain on and use any Common Property Unit for any purpose as is reasonably required from time to time by each Owner. FURTHER:

- a. it is the intention of the parties hereto that any Common Property Unit be used for any purpose by the Owners and maintained by the Corporation, to the same extent, and as fully effectively as though such Common Property Unit were part of the Common Property of the Parcel;
- b. 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 Unit such time as the parties and the City of Calgary 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. in favor of the Owner of every Unit, whether a Residential 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;
- d. as against the Owner of every Unit, whether a Residential Unit or a Common Property Unit, there is implied in respect of each such Unit as an easement, to which the Unit is 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;
- e. As against the Owner of every Unit, whether a Residential Unit or Common Property Unit, there is implied in respect of each Unit an easement, right of access and right to remain and occupy areas of the Common Property Units for parking Private Motor Vehicles;

- f. The Owners shall have no rights to:
  - i. any Exclusive Use Area adjoining a Residential 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 and by any of the Owners for parking or for any other purpose; or
  - iii. areas reserved for exclusive use of the Corporation for the purpose of operating the Buildings in which the Residential 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 good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or Occupant of a Residential 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;

- g. each Owner shall not use any Common Property Unit over which an easement is granted herein in any manner inconsistent with any Bylaws, 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; and
- h. each Owner shall not use any Common Property Unit over which an easement is granted herein in any manner inconsistent with any By-law, 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.