

or conflict with any of the rules and ordinances of the municipal health department or with any statute or municipal by-law or with any other law whatsoever.

50. Water

Water shall not be left running unless in actual use in any unit.

51. Plumbing

Toilets, sinks, tubs, drains, sumps and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein.

52. Combustible Materials

No stores of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials shall be kept in any unit.

53. Signs

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a unit without the written consent of the Board first being obtained.

54. Television

No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except by the corporation for or in connection with a common television cable or other distribution or reception system.

55. Decorating

No portion of a unit required to be maintained by the corporation shall be painted, decorated or otherwise affected by anyone other than the corporation without the consent in writing of the Board.

56. Laundry

No laundry shall be hung other than inside a unit.

57. Windows

No awnings or shades shall be erected over the outside of the windows, nor shall any articles be hung or placed on any outside window sills of a unit.

58. Animals

No animal, livestock, fowl or pet of any kind shall be kept in any unit unless approved by the Board, which approval the Board may arbitrarily withhold and may, if given, withdraw at any time on fifteen days' notice.

59. Debris

Nothing may be thrown out of the windows or doors of a unit.

60. Tenants and Occupiers

An owner who leases or grants possession of his unit to any tenant or occupier shall:

- (a) comply with the damage deposit requirements (if any) of the Corporation;
- (b) cause the tenant or occupier to undertake in writing to be bound by and comply with the by-laws of the Corporation; and
- (c) give notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, tenants or occupiers to be bound by the by-laws of the Corporation;

provided that nothing herein shall in any way remove, waive or alter the responsibility of each owner for the performance of all by-laws for all persons using or occupying his unit.

61. Garbage

Owners shall tightly wrap and tie their garbage and shall deposit their garbage as directed by the Board, and shall observe all by-laws and regulations of the local authority in that regard.

62. Noise

Owners, their families, guests, visitors, tenants and servants shall not make or permit any improper noises in the buildings or on the common property or anything that will unreasonably annoy or disturb or interfere in any way with other owners or those having business with them.

63. Health

(a) No owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal by-law or injurious to health or the regulation of the units or in any way in violation of any laws whatsoever.

(b) Units must be kept clean and in good order.

64. Privacy

No owner shall trespass, or permit any occupant of his unit to trespass, on any part of the condominium to which another owner is entitled to exclusive occupation.

65. Obstructions

No owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree, shrub or hedge on, or which overhangs any part of, the common property (including, maintenance areas), without the prior written consent of the Board or the Manager. The consents required by this by-law may be arbitrarily withheld.

66. Personal longings

All owners will cause all articles belonging to their household, other than patio furniture and other articles appropriately kept on the maintenance areas adjacent to their respective units, to be kept in their respective units when not in actual use, and each owner will comply with all reasonable requests of the Board or its representative that bicycles, toys and like articles belonging to the owner's

household be put away inside such owners unit when not in actual use. No articles of any kind shall be left, kept, stored or placed in any of the stairways, walkways, sidewalks, or decks or other common property passageways whatsoever except by the Corporation.

67. Parking Areas

The parking stall or stalls and parking plug-in facilities appurtenant thereto (if any) assigned to any unit by the Board are for the sole use of the owner of such unit. Each unit shall be assigned at least one parking stall by the Board, the location of which shall be selected by the Board in its sole discretion and shall be subject to change from time to time by the board. If any parking plug-in facility is provided with or in connection with any parking stall, any person given the right to exclusive use of such stall shall be responsible for keeping such facility in good repair and condition. At all times during the period of such owner's entitlement to exclusive use; and the Corporation may at its option require such owner to pay all electrical charges for and in connection with such facility and may cause such facility to be connected to such owner's electrical meters.

68. Private Vehicles

No motor vehicle other than a private passenger automobile shall be parked in any parking space within the property without the prior written consent of the Board.

69. Motor Vehicle

No motor vehicle shall be driven on any part of the property other than on a driveway or parking space;

No motor vehicle, house, tent, boat, or other trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the property other than as provided for in Section 67 and 68 hereof;

No repairs or adjustments to motor vehicles or automobiles may be carried out on the parcel;

A private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon the common property or any part thereof; and all automobiles may be parked only in locations properly paved and provided for them.

PART 7 PROVISIONS GOVERNING THE USE OF THE COMMON PROPERTY

70. Use and enjoyment

The owner of each unit shall have the right to the exclusive use and enjoyment of such portion of the common property as may be designated by the Corporation. Without limiting the generality of the foregoing, the Corporation may grant to the owner of each unit, on such terms and conditions as the Corporation may determine, the right and license to exclusive use of the maintenance area immediately adjoining his unit, providing however, that the Corporation at its sole option may at any time and from time to time withdraw and terminate such right for any or all units upon giving 60 days notice to all owners of units for which such right is terminated.

71. Care and maintenance of Maintenance Area

Each owner shall (whether or not is granted any exclusive right or license to use) keep and maintain all portion of all lawns, shrubs and other landscaping in or upon the maintenance area immediately adjacent to his unit in neat, trim, clean and well groomed condition and in a generally well cared for state consistent with good and proper lawn and landscaping care. And shall keep all such areas clean and free of obstructions and refuse of any kind; provided however that such obligations to provide care and maintenance may be terminated or suspended by the Corporation in its sole discretion for any maintenance area as to which no right to exclusive use is enjoyed or held by any owner at or during the time of such termination or suspension.

The area and location of the maintenance area adjacent to the unit shall be determined by the Board.

The Corporation and its servants and agents shall, notwithstanding the grant of any right, license or privilege of exclusive use of any maintenance area to any owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and re-pass over, and occupy any and all parts of such maintenance area for the purpose of carrying out any duties or functions of the Corporation.

72. Exclusive use

The owner of a unit has no right to use any portion of the common property designated by the Corporation for the exclusive use of the owner of any other unit.

73. Sidewalks and walkways

The sidewalks, walkways, passages, common stairways and decks, driveways and parking areas shall not be obstructed by any owner, his family, guests, tenants or visitors or used them for any other purpose than for ingress and egress to and from their respective units; and parking areas shall not be used for any purpose other than the parking of motor-vehicles and no owner shall trespass in any parking areas or upon any parking plug-in facility which the owner of another unit is entitled to use and occupy exclusively.

74. Landscaping and other common properties

Owners, their families, guests, tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the common property (real or personal) of the Corporation, including without limitation any and all parts of the buildings and other fixed improvements forming part of the common property, any landscaping works (including trees, grass, shrubs, hedges, flowers and flower beds) and any and all chattels owned or kept by the Corporation.

75. Animals on common property

No animal, livestock, fowl or pet of any kind shall be kept on or allowed to run at large over any part of the common property.

76. Combustible material on common property

No stores of gasoline or any other combustible or inflammable goods or materials, and no offensive goods, provisions or materials of any kind shall be kept on any part of the common property.

77. Structures on common property

- (a) No building or structure shall be erected on the common property except only by the Corporation

- (b) No trailer either with or without living, sleeping or eating accommodations and no tent, or shed or portable building shall be placed, located, kept or maintained on the common property except with the prior approval of the Board, and if any such chattel or other item has been approved by the Board, the Board may subsequently withdraw such approval in which event the chattel or other item shall be forthwith removed by the Owner;
- (c) No part of the common property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or for the disposal of rubbish, garbage or waste except only by the Corporation or the Board or by an owner with the prior written approval of the Board

78. Antennas

No antenna, aerial, tower or appurtenance thereto shall be erected on any parts of the common property, except only by the Corporation.

79. Signs

No signs, billboards or other matter of any kind and no notices of any kind shall be placed on any part of the common property without the prior written consent of the Board except as otherwise hereby permitted.

80. Personal Property

The Corporation will not be responsible for any damage whatsoever in the parking areas provided in the common property, nor will it 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 individual owners.

81. Sales

No auction sale or other sale shall be held in or about the condominium without consent in writing of either the Manager of the condominium or the Board.

82. Traffic speed and directional control

All owners shall observe and abide by all rules and regulations established from time to time by the Board for the safe and orderly flow of traffic in or on the parcel including, without limiting the generality of the foregoing, speed limits and directional controls.

83. Recreational use

No portion of the common areas designated for recreational use shall be used by any owner and no owner shall permit any other person to use such areas except only in accordance with the rules therefore which will be established from time to time by the Manager, the Board or the corporation.

Part 8. Miscellaneous

84. Maintenance

- (a) Each owner shall be responsible for ice and snow removal from his own unit's front steps and from any walkway or deck immediately adjacent to

any entrance to his unit. The Corporation shall regularly maintain grass, trees , shrubs, walks and common stairways and passageways in or abounding common areas on behalf of the owners proportionally, and the Corporation shall maintain roadway and common area lighting; provided however, that the Corporation shall not be responsible for such care and maintenance of any maintenance areas as is the responsibility of individual owners pursuant to the provision of article 67 and /or 71 hereof.

- (b) Each owner shall be responsible for the repair and maintenance of his unit and shall also be responsible for the care and maintenance of the maintenance area immediately adjacent to his unit and any parking plug in facility used by such owner as and to the extent provided by articles 67 and 71 thereof. Should any owner fail to maintain and or repair in a manner satisfactory to the Board or its representative those items for which he is responsible after ten (10) days written notice to do so given by the Board or its representative, then the Board, or its representative, may do or cause to be done the maintenance or repair and the owner effected is obliged to and shall reimburse the Corporation for all monies expended for labor, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such maintenance and /or 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 and such monies shall be a charge upon his unit to the same extent as they would be if they were common expense charges assessed upon his unit.
- (c) Notwithstanding anything to the contrary herein expressed or implied, each owner shall be responsible for damage caused to all items referred to in articles 9(k) (i) (ii) and (iii) hereof by any willful or negligent acts of himself, members of his family, his invitees, contractors or licensees that are not required by these Bylaws to be insured against by the Corporation and should any owner fail to repair in a manner satisfactory to the Board or its representative those items so damaged, as aforesaid, after ten (10) days written notice to do so given by the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the owner effected agrees to and shall reimburse the Corporation for all monies expended for labor, materials normal overhead and profit ad 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 and such monies shall be a charge upon his unit to the same extent as they would be if they were common expense charges assessed upon his unit.

**I, _____, being the tenant in unit
Hereby agree to abide by the above By-Laws, copy of which I
have received.**

**Dated at Edmonton, AB, this _____ day of _____,
20_____**
