

BYLAWS
OF THE OWNERS: CONDOMINIUM PLAN NO. 882 3048
ABBOTTS GROVE
June 2020

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 882 3048
SUMMARY OF CONTENTS

INDEX

<u>Number</u>		<u>Page</u>
1.	DEFINITIONS AND INTERPRETATION	1
2.	MISCELLANEOUS PROVISIONS.....	3
3.	DUTIES OF THE OWNERS.....	4
4.	DUTIES OF THE CORPORATION	7
5.	POWERS OF THE CORPORATION	11
6.	THE CORPORATION AND THE BOARD.....	13
7.	NUMBER ON BOARD.....	13
8.	TERM OF OFFICE AND RETIREMENT FROM BOARD	14
9.	ELIGIBILITY FOR RE-ELECTION TO BOARD	14
10.	REMOVAL FROM BOARD	14
11.	CASUAL VACANCY ON BOARD	15
12.	QUORUM FOR BOARD.....	15
13.	OFFICERS OF THE CORPORATION.....	15
14.	CHAIRMAN OF BOARD MEETINGS	15
15.	DUTIES OF OFFICERS	16
16.	VOTES OF BOARD.....	16
17.	DEFECTS IN APPOINTMENT TO BOARD	16
18.	DUTIES OF THE BOARD	16
19.	FURTHER POWERS OF BOARD	19
20.	SIGNING AUTHORITIES.....	20
21.	EXPENDITURES BY MANAGER.....	20
22.	CORPORATE SEAL.....	20
23.	ANNUAL GENERAL MEETING	20
24.	SPECIAL GENERAL MEETINGS	21
25.	CONVENING SPECIAL GENERAL MEETINGS.....	21
26.	NOTICE OF GENERAL MEETINGS.....	21
27.	PROCEEDINGS AT GENERAL MEETINGS.....	21
28.	QUORUM FOR GENERAL MEETINGS	22

29.	ADJOURNMENT FOR LACK OF QUORUM.....	22
30.	CHAIRMAN FOR GENERAL MEETINGS.....	22
31.	ORDER OF BUSINESS FOR GENERAL MEETINGS.....	22
32.	VOTING BY SHOW OF HANDS.....	23
33.	POLL VOTES.....	23
34.	VOTING CALCULATION.....	23
35.	VOTES PERSONALLY OR BY PROXY.....	23
36.	PROXIES.....	24
37.	ELIGIBILITY TO VOTE.....	24
38.	VOTE BY CO-OWNERS.....	24
39.	SUCCESSIVE INTERESTS.....	24
40.	TRUSTEE VOTE.....	24
41.	VOTING RIGHTS OF MORTGAGEE.....	25
42.	VIOLATION OF BYLAWS.....	25
43.	DAMAGE OR DESTRUCTION.....	26
44.	INSURANCE.....	28
45.	CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGET.....	31
46.	SPECIAL LEVIES.....	34
47.	DEFAULT IN PAYMENT OF CONTRIBUTIONS.....	34
48.	ESTOPPEL CERTIFICATE.....	35
49.	LEASING OF UNITS.....	36
50.	SEVERABILITY.....	36
51.	NOTICES.....	37
52.	NOTICE OF DEFAULT TO MORTGAGEES.....	37
53.	DEBT RETIREMENT ON TERMINATION.....	37
54.	PRIVACY AREAS.....	38
55.	REALTY TAXES.....	38
56.	INDEMNIFICATION OF OFFICERS AND MANAGERS.....	38
57.	NON-PROFIT CORPORATION.....	38
58.	USE AND OCCUPANCY RESTRICTIONS.....	39
59.	PRIVACY AREA.....	47
60.	ARBITRATION AND MEDIATION.....	47
61.	AMENDMENT OF BYLAWS.....	47
62.	CHANGE OF LEGISLATION.....	47

Personal Information Protection Act, S.A. 2003 C. P-6.5 ("PIPA") "The Board of Directors shall endeavour to keep individual Owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the 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."

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 882 3048

DEFINITIONS AND INTERPRETATION

1. In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:
 - a. "**Act**" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, and, where the context so requires, the Regulation, as amended, from time to time, or any statute or statutes or Regulation or Regulations passed in substitution therefor or amendment thereof;
 - b. "**Board**" means the Board of Directors of the Corporation;
 - c. "**Bylaws**" means the registered Bylaws of the Corporation, as amended from time to time;
 - d. "**Common Expenses**" means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
 - e. "**Common Property**" means any portion of the Parcel which is designated as Common Property on the Condominium Plan.
 - f. "**Condominium Plan**" means the Condominium Plan registered at the Land Titles Office under the Act as No. 882 3048;
 - g. "**Corporation**" means the condominium corporation constituted under the Act by the registration of the Condominium Plan whose legal name is THE OWNERS: CONDOMINIUM PLAN NO. 882 3048;
 - h. "**Insurance Trustee**" means an entity authorized to carry on the business of a trust company under the laws of Alberta, or a law firm in Edmonton, 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;
 - i. "**Interest Rate**" means EIGHTEEN (18%) percent per annum or such lesser rate as is equal to the maximum rate permitted under the Regulation to the Act;
 - j. "**Manager**" means the professional property manager contractually appointed by the Board to manage the day-to-day business of the Corporation;

- k. **“Occupant”** or **“Tenant”** means a person present in or a person in possession of a Unit or of the real property of the Corporation or the Common Property with the permission of an Owner or the Corporation, as the case may be, whether or not the Occupant or Tenant is an Owner, and includes all family members of such Occupant or Tenant lawfully residing with such Occupant or Tenant;
- l. **"Ordinary Resolution"** means a resolution:
- i. passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - ii. signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;
- m. **"Owner"** means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in **Bylaw 58**, that term includes an Occupant or a Tenant;
- n. **"Parcel"** means the land comprised in the Condominium Plan;
- o. **"Privacy Areas"** means those areas being part of the Common Property, which comprise patios and enclosed areas immediately adjacent to each Unit, and which areas are suitable for private use in conjunction with the respective adjoining Unit;
- p. **"Project"** means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;
- q. **"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 therefor by the Lieutenant Governor in Council for Alberta pursuant to the Act;
- r. **“Rule”** or **“Rules”** means any rules passed by the Corporation in accordance with Act and Regulations respecting procedures used in the administration of the Corporation or the real and personal property of the Corporation, the Common Property;
- s. **"Special Resolution"** means a resolution:
- i. passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or

- ii. agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- t. "**Spouse**" includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- u. "**Unit**" of "**Units**" means one or more of Units 1 to 44 inclusive, created on registration of the Condominium Plan;
- v. "**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;
- w. "**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 common sewage, water, sanitation, gas, electrical transmission, telephone, telecommunication and cable television facilities to the Units;

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4 or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time, or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

MISCELLANEOUS PROVISIONS

2. In Addition:

a. HEADINGS

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

b. RIGHTS OF OWNERS

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

c. CONFLICT WITH ACT

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

d. EXTENDED MEANINGS

If and whenever reference hereunder is made to "**repair**", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for any thing to which such repair could be made.

DUTIES OF THE OWNERS

3. An Owner SHALL:

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

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

- b. forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- c. keep his Unit and Privacy Area in a state of good repair;
- d. at all times when the temperature falls below 0 degrees Celsius, keep and maintain heating in operation within his Unit to a temperature that ensures against pipe freezing in the Unit or any adverse impact whatsoever on adjoining Units or their heating or their use and enjoyment;

- e. not place bed sheets, towels, foil, objectionable materials, political signs, "For Sale" signs or advertising notices in or on any exterior window without the express prior written consent of the Board;
- f. seasonal decorations may be displayed within FOUR (4) weeks of the seasonal event but must be removed no more than FOUR (4) weeks after the date of completion of the event, temperature permitting. The Board, in its sole discretion, may at any time request the immediate removal of any decoration which is deemed to be inappropriate or displayed outside of the timeframes prescribed herein. No seasonal decoration may be stapled, nailed, or otherwise affixed in a manner which penetrates the Building envelope;
- g. maintain and keep in a neat, clean, uncluttered and tidy state and appearance consistently with and in total integrity with the balance of the Project, his Unit, his Privacy Areas, including lawn maintenance and snow and ice removal, and nothing shall be hung or placed on any part of the Common Property, or within a Unit that is, in the sole and unfettered discretion of the Board aesthetically displeasing when viewed from the outside of the Unit, and if an Owner shall not maintain his Unit, his Privacy Areas to a standard similar to that of the remaining Project or hang or place such item which is aesthetically displeasing, the Board may give ten (10) days' notice to the Owner to remedy such matter and if such notice has not been complied with at the end of that period, then the Board may carry out such work or remove such items and the provisions of **Bylaw 54** shall apply;
- h. except as otherwise specifically permitted herein, not do or permit anything to be done that may cause damage to or that will alter the appearance of the Common Property and not make any repairs, additions or alterations to the exterior of his Unit;
- i. nor do any act or permit any act to be done or alter or permit to be altered, his Unit (except as otherwise specifically permitted herein), in any manner whatsoever, or which will alter either of the appearance or level or grade of his Unit or Privacy Areas and similarly not permit the established surface contours and surface drainage system to be altered in any manner whatsoever;
- j. use and enjoy his Unit and the Common Property in accordance with these Bylaws and all Rules 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;
- 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 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 (whether an Owner or not) or the family of such an Occupant;

- l. if any utilities, communication or other services, or pipes, wires, cables, ducts, conduits, transformers, or other facilities therefor, that are capable of being used or are used in connection with any other Unit or Common Property, shall at any time pass in, on, under, over or through the Owner's Unit then the Owner shall not in any way tamper, interfere with, damage or otherwise treat such pipes, wires, cables, ducts, conduits, transformers, or other facilities in any way whatsoever that may affect their use or enjoyment by other Unit Owners. Further, the Owner shall permit the Corporation and any and all suppliers of the utilities and services, including without limitation Epcor, Atco Gas, Telus, Videotron, Shaw, Enmax, Direct Energy, and the City of Edmonton, and their successors and assigns and their respective contractors, agents, employees, and workmen, with or without equipment at all times and from time to time to enter upon the Unit to inspect, maintain, service, repair and replace the said pipes, wires, cables, ducts, conduits, transformers, or other facilities;
- m. repair and maintain and keep in good repair and condition at all times any and all furnaces, water heaters, barbecues, and other plumbing and heating apparatus at any time situate in or on the Owner's Unit or adjacent Privacy Area;
- n. notify the Corporation forthwith upon any change of Ownership or of any lease or other dealing in connection with his Unit;
- o. not use the Privacy Area adjacent to his Unit for the storage of personal belongings or other goods and chattels except tasteful balcony or patio furnishings and such other items as may be permitted by the Board and as do not detract from the appearance of the Building or safety of any occupants;
- p. not leave any exterior Windows or Doors of an Unit open at any time that there is no person present inside the Unit;
- q. provide to the Board duplicate copies of any keys to the Unit entrance Doors for use for Unit access by the Manager or caretaker or other agent of the Corporation where permitted under these Bylaws;
- r. not alter or redecorate the exterior of an Apartment Unit entrance Door without the Board's prior written consent;
- s. not interfere with, damage, tamper with or otherwise obstruct or impede the function of the temperature monitoring devices (if any) maintained in the Owner's Apartment Unit as a monitor for temperature conditions that are a danger to or risk harm to Building plumbing and other facilities or enjoyment of Units by other Owners;
- t. not install or affix any blinds or other window coverings not approved by the Board on or in the Unit nor in any way perforate or puncture the frames or mullions of any Windows;

- u. allow the Corporation and its contractors unfettered access to and use any window washing equipment anchors and equipment boxes on the Privacy Area for purposes of maintenance and care of exterior windows, curtain walls and other exterior elements of the Building; and Owners shall not (and shall not allow any occupants to) tamper or interfere with or in any way damage any such anchors, boxes, or equipment situate on or in their Privacy Area; and
- v. comply strictly with these Bylaws and with such Rules as may be adopted pursuant thereto from time to time and cause all adult Occupants of and visitors to his Unit to similarly comply;
- w. 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, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39, 39.1, 39.2 and 40 of the Act and Section 76 of the Regulation;
- x. if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing, sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Manager;
- y. deposit with the Corporation, if requested, duly executed, post-dated cheques or sign an automatic pre-authorized debit for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term; and
- z. place and maintain at all times, all-risk casualty insurance in respect of his Unit; and provide the Board on request from time to time insurance certificates verifying such coverage.

DUTIES OF THE CORPORATION

4. 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 and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
 - b. do all things required of it by the Act, these Bylaws and any other Rules in force from time to time;
 - c. maintain and repair (INCLUDING renewal where reasonably necessary) all pipes, wires, cables, ducts, conduits, plumbing, sumps, sewers, transformers, pedestals,

light standards, fire hydrants, and other facilities for the furnishing of Utilities and services and common area lighting for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one (1) Unit or of 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 certified copy of the 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 these Bylaws or the Corporation upon any Owners to maintain any part of the Common Property (including without limitation Privacy Areas) over which such Owners are granted exclusive rights of use by the Corporation, maintain the Common Property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise;
- f. without limiting clause e. hererof, maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
 - i. all roadways and entranceways within the Common Property including regularly causing the removal of snow from sidewalks, roadways, parking areas, and driveways;
 - ii. the outside parking areas, common walkways and the Project entrance sign;
 - iii. all exterior surfaces of hallway, stairwell and Building lobby area doors;
 - iv. roofing materials and exterior of roofs, exteriors of Unit and Building perimeter walls, curtain walls, eavestroughs and exterior drains, and exterior beams and trim;
 - v. all elevators, stairwells, hallways, lobbies, amenity areas, parkade entrances and driveways, and Building security systems to the extent situate on Common Property;
 - vi. all Building exteriors;
 - vii. all perimeter fencing, railings and posts and retaining walls on the outside perimeter of the Parcel;

- viii. all structural components of the Building; and
- ix. all common Utilities within, on, in, under or running through the Units, and all utilities on Common Property, PROVIDED THAT the Utilities inside the Unit and the Utilities which are for the benefit of only one Unit shall be the sole responsibility of such an Owner;
- g. where practical establish and maintain suitable lawns and gardens on the exterior Common Property;
- h. collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate trust account with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;
- i. subject always to and in accordance with the Act and the Regulation, and within the times specified therein, conduct or cause to be conducted and prepared a reserve fund study, a reserve fund report and, by and under a reserve fund plan, establish and maintain out of the contributions to be levied by the Corporation towards the Reserve Funds and the Common Expenses, or otherwise, such amounts as the Board may, considering the requirements of the Act and the Regulation, determine from time to time to be fair and prudent for a 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 real and personal property owned by the Corporation, the Common Property and Utilities, where the repair or replacement is of a nature that does not occur annually and:
 - i. 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;
 - ii. monies shall not be taken from a capital replacement reserve fund for the purposes of making capital improvements or additions not contemplated or provided for in a reserve fund study or report unless such improvements or additions are authorized by Special Resolution and then only if there are sufficient funds remaining in the fund to meet the requirements of this subsection (g);
 - iii. the capital replacement reserve fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;
 - iv. 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;

- v. the Corporation shall, for each fiscal year ending after the second anniversary date of the registration of the Condominium Plan or the date of its first reserve fund study report and plan, whichever shall first occur, prepare an annual report of the capital replacement reserve fund in accordance with the Regulation and provide a copy of such report to each Owner before or with its notice of the next annual general meeting of the Corporation. The annual report shall set out the amount of the reserve fund as of the last day of the immediately preceding fiscal year, all payments made into and out of the reserve fund for that year and the sources and uses of those payments and a list of the depreciating property that was repaired or replaced during the year and the costs incurred in respect of the repair or replacement of that property;
- vi. the Corporation shall carry out a new reserve fund study, prepare a new reserve fund report and approve a new reserve fund plan every five (5) years or at such other intervals as prescribed in the Regulation;
- vii. within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit provide to the person making the request a copy of the most recent reserve fund report, reserve fund plan or annual report;
- 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. make a reasonable effort to remove snow, slush and debris from and keep and maintain in good order and condition all areas of the Parcel designated for vehicular or pedestrian traffic or parking and to keep and maintain in good order and condition all grassed and landscaped areas of the Common Property;
- l. provide adequate garbage collection containers for use by all the Owners and provide for regular collection therefrom;
- m. establish and maintain hard surfacing on all Common Property areas of the Parcel designated for vehicular traffic or outside parking and establish and maintain 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 Edmonton 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.

POWERS OF THE CORPORATION

5. 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, provided that real property shall only be acquired or disposed of by Special Resolution;
 - b. at any time, without notice, enter any Unit if it becomes aware of or reasonably suspects conditions or circumstances that are hazardous or a danger to the Building or its services or to other Units, including without limitation evidence that temperature conditions within the Unit entail risk or danger of pipe freezing, excessive heat or other harm;
 - c. provide such security controls for Building access and use, including without limitation, security key or card systems, as the Board may determine, and impose and exact fees and charges for additional or replacement (for lost) keys or access cards, including without limitation exclusive elevator access controls for Apartment;
 - d. provide and employ or retain such security guards and caretakers, including on site security personnel as the Board may determine;
 - e. borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the current year's Common Expenses budget has been approved by Ordinary Resolution;
 - f. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
 - g. Notwithstanding anything in these bylaws, should the Corporation borrow monies and the Owners have the option of opting out of the costs of the loan by pre-paying their proportionate share of the loan, or paying their proportionate share of the assessment on which the loan is based, then notwithstanding Bylaw 85(a), the Common expenses then apportioned, levied and assessed upon the Owners shall be in proportion to both their unit factors and whether or not each Owner has paid their proportionate share of the loan, or the assessment on which the loan is based. All Owners who do not pre-pay their proportionate share of the loan, or the assessment on which the loan is based, shall be assessed the costs, expenses and interest of the loan, in accordance with their unit factors, but in proportion to all other Owners who likewise did not pre-pay their proportionate share of the loan,

or the assessment on which the loan is based. Therefore, all Owners who opt out of the loan by prepaying their proportionate share of the loan, or paying their proportionate share of the assessment on which the loan is based, shall not be assessed the costs, expenses and interest attributable to the loan.

- h. invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- i. make an agreement with an Owner, Tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof, including without limitation maintenance or repair of furnaces, water heaters and appurtenant facilities in Units and maintenance and provision of utilities services and other such services to the Units with or without charge therefor to the Owner;
- j. in accordance with Section 32.1 of the Act (or any provision passed in substitution therefor) make such Rules as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and administration of the real and personal property of the Corporation as well as the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto.
- k. grant to an Owner a lease or other right to exclusive use and enjoyment of Common Property, or special privileges in respect thereof; but, any such grant shall be determinable on reasonable notice unless the Corporation by Special Resolution otherwise resolves;
- l. determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- m. raise amounts so determined by levying contributions on the Owners equally or as otherwise herein provided;
- n. charge interest under Sections 39, 39.1, 39.2 and 40 of the Act and Section 76 of the Regulation on any arrears contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- o. pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution;
- p. join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses; and
- q. if insects, particularly bedbugs, and other pests or vermin are discovered in multiple Units, the Corporation may, but is not obligated, upon the resolution of

the Board, to direct and coordinate the pest extermination and prevention efforts, including the choice of pest extermination company, the extermination and prevention procedures and the timing of such efforts. All Owners and occupants will comply with all such directions of the Board in its effort to exterminate and control pests and resolve any such problems. The Board may determine, in its sole discretion, that the costs of such extermination and prevention efforts shall be a Common Expense, except for costs incurred as the result of the failure or refusal of an Owner or occupant to comply with directions and procedures, whereupon all resulting costs and expenses, including legal costs on a solicitor-and-his-own-client full-indemnity basis, may be charged back to the Unit, and recovered as an outstanding contribution in accordance with these Bylaws; and

- r. do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws.

THE CORPORATION AND THE BOARD

- 6. The powers and duties of the Corporation shall, subject to any valid restriction imposed or direction given pursuant to a resolution passed at a general meeting, be exercised and performed by the Board.

NUMBER ON BOARD

- 7. The composition of the Board shall provide that:
 - a. the Board shall initially consist of not fewer than three (3) nor more than seven (7) Owners, Spouses of Owners, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation;
 - b. a Board member must be eighteen (18) years of age or older;
 - c. only one (1) person in respect of that Unit may sit on the Board at any point in time;
 - d. any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related;
 - e. every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith and exercise the care, diligence and skill that a reasonably prudent person would exercise in a comparable circumstances;
 - f. no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue and continues to be unpaid more than 10 days after written notice requiring payment given to such Owner by the

Manager or an officer of the Corporation shall be eligible for election to or membership on the Board.

TERM OF OFFICE AND RETIREMENT FROM BOARD

8. 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.

ELIGIBILITY FOR RE-ELECTION TO BOARD

9. Any prospective member of the Board shall, as a condition of his nomination, make full disclosure of any potential conflict of interest and any direct or indirect relationship he or she may have with the Corporation either contractual, financial or employment related. A retiring member of the Board shall be eligible for re-election.

REMOVAL FROM BOARD

10. Except where the Board consists of all of the Owners, or representatives of the developer, the Corporation may, by Special Resolution at a special general meeting, remove any or all members of the Board before the expiration of his or their term of office and appoint other person(s) in his or their place(s), to hold office until the next annual general meeting.
11. The office of a member of the Board shall, ipso facto, be vacated:
- a. if he becomes bankrupt;
 - b. if, being more than 30 days in arrears in payment of any instalments or payments required to be made by him as an Owner as herein set forth, he fails to cure his default within ten (10) days after written notice from any other Board member requiring him to cure such default;
 - c. if he becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act*, R.S.A. 2000-M-13 or a guardianship order;
 - d. dies;
 - e. if he is convicted of an indictable offence;
 - f. if he resigns his office by writing, served upon the Corporation;
 - g. is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;

- h. ceases to qualify for membership pursuant to Bylaw 7; or
- i. in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction.

CASUAL VACANCY ON BOARD

- 12. Any casual vacancy on the Board may be filled by resolution of the remaining persons on the Board until the next annual general meeting of the Corporation.

QUORUM FOR BOARD

- 13. 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) members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions.

OFFICERS OF THE CORPORATION

- 14. 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 Chairman of the Board and shall have a casting vote in addition to his original vote to break a tie. 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.

CHAIRMAN OF BOARD MEETINGS

- 15. The President shall act as Chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President, the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. All meetings of the Board shall be held within the City of Edmonton unless the Owners agree, by Ordinary Resolution, to hold the meetings in another location.

DUTIES OF OFFICERS

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

VOTES OF BOARD

17. Voting by Board members shall be governed as follows:
- a. at meetings of the Board all matters shall be determined by simple majority vote;
 - b. a resolution of the Board, in writing, signed (either originally or in electronic form) by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held;
 - c. 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;
 - d. all meetings of the Board shall be conducted according to rules of procedure established by the Board.

DEFECTS IN APPOINTMENT TO BOARD

18. 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.

DUTIES OF THE BOARD

19. The Board, for the benefit of the Corporation and the Owners, shall have vested in it the powers of the Corporation and shall enforce the provisions of these Bylaws. The Board SHALL:
- a. subject to any valid restriction imposed or direction given pursuant to a resolution passed 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;
- c. cause minutes to be kept of general meetings of the Owners and, upon the written request and at the expense of the person so requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- d. cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e. deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation within two (2) banking days of receipt and all money paid to the Corporation is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;
- f. keep all such trust money intact and not withdraw, convert, direct, borrow or commingle such money with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board;
- g. prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
- h. maintain financial records of all the assets, liabilities and equity of the Corporation;
- i. at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant, certified general accountant or certified management accountant and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited or reviewed Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader Report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor or Reviewer 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;

- j. on application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the meetings of the Board available for inspection at all reasonable times, and further provide to any Owner or Mortgagee who makes specific request therefor copies of minutes of meetings of the Corporation and of the Board;
- k. on application of an Owner or Mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to Common Expenses assessments and with regard to fulfilment of all Owners' obligations in connection with the project and his Unit and copies of current financial statements and statements of Common Expenses of the Corporation;
- l. cause to be assessed to each Owner in proper proportion his contribution towards Common Expenses and reserve funds for future maintenance and other Common Expenses and enforce payment of same as more particularly hereinafter set forth;
- m. upon the written request of an Owner, purchaser or Mortgagee of a Unit provide the particulars and materials required to be provided under Sections 44 and 48 of the Act (or any provisions passed in substitution therefor);
- n. at all times keep and maintain in force all liability insurance required hereunder and by the Act to be maintained by the Corporation;
- o. without limitation of its other duties and powers, exercise and perform the powers and duties of the Corporation under Bylaw 5 hereof;
- p. establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair, replacement or improvement of:
 - i. any real or personal property owned by the Corporation, and
 - ii. the Common Property
 where the repair, replacement or improvement does not occur annually; and utilize such fund for the said purposes.
- q. keep a register noting the names and addresses of all Owners and mortgagees who have notified their interests to the Corporation;
- r. within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the names and addresses of the members of the Board;

- s. file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation adopted by resolution of the Board; and
- t. 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.

FURTHER POWERS OF BOARD

20. The Board MAY:

- a. meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting. All meetings of the Board shall be held at the City of Edmonton, PROVIDED THAT the Board may hold meetings by telephone conference call, video conferencing, or such similar method as will permit all Board members to hear all other participants in the meeting;
- b. appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- c. subject to any valid restriction imposed or direction given pursuant to a resolution passed at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d. obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property Manager or agent for such purposes (INCLUDING but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of 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 and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange and maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than:

- i. the total amount of any replacement reserve funds in the hands of or controlled by the Manager;
 - ii. one year's total condominium contributions of the Corporation and
 - iii. a sum representing the average monthly amount of cash in the control of the Manager;
- e. enter into an insurance trust agreement in form and on the terms as required by any Insurance Trustee; and
 - f. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

SIGNING AUTHORITIES

- 21. 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.

EXPENDITURES BY MANAGER

- 22. Any Manager appointed by the Board may, from time to time, make expenditures not to exceed Three Thousand (\$3,000.00) Dollars without specific approval of the Board, but any expenditure in excess of Three Thousand (\$3,000.00) Dollars must be approved by the Board.

CORPORATE SEAL

- 23. 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 two members of the Board or by such person or persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his (or his representatives if the sole owner is a corporation) signature shall be sufficient for the purposes of this Bylaw, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.

ANNUAL GENERAL MEETING

- 24. Annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. All such meetings shall be held within the City of Edmonton.

SPECIAL GENERAL MEETINGS

25. All general meetings other than annual general meetings shall be called special general meetings.

CONVENING SPECIAL GENERAL MEETINGS

26. The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than FIFTEEN (15%) percent of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than FIFTEEN (15%) percent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to FIFTEEN (15%) percent of the total Unit Factors convene a special general meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

NOTICE OF GENERAL MEETINGS

27. 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. 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. In computing the number of the days of notice of a general meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. The Notice for the Annual General Meeting shall include the financial statements for the Corporation's preceding fiscal year, a reserve fund annual report, and a current annual budget.

PROCEEDINGS AT GENERAL MEETINGS

28. Proceedings at general meetings shall include that:
- a. all business that is transacted at an annual general meeting, or at any special 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 Chairman, calling of the roll and certification of proxies and proving notice of meeting, shall be deemed to be 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. unless otherwise specifically required by the Act and these Bylaws, all business may be conducted or approved by Ordinary Resolution;
- d. all general meetings of the Corporation shall be conducted according to rules of procedure established by the Board.

QUORUM FOR GENERAL MEETINGS

29. Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and TWENTY-FIVE (25%) percent of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum.

ADJOURNMENT FOR LACK OF QUORUM

30. If within fifteen (15) minutes from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned for a further fifteen (15) minutes and the persons entitled to vote who are present shall constitute a quorum.

CHAIRMAN FOR GENERAL MEETINGS

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

ORDER OF BUSINESS FOR GENERAL MEETINGS

32. The Order of Business at general meetings, and as far as is appropriate at all special general meetings, shall be:
- a. if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
 - b. calling to order by the Chairman 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 the financial statements for the Corporation's preceding fiscal year, reserve fund annual report, and current annual budget;
- h. appointment of auditors and solicitors;
- i. resignation of Board;
- j. election of Board;
- k. unfinished business;
- l. new business;
- m. any special business; and
- n. adjournment.

VOTING BY SHOW OF HANDS

33. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy PROVIDED THAT the voting for election of members of the Board may be conducted by written ballot in such manner as the Chairman deems fit that is consistent with and in compliance with these Bylaws and the Act. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

POLL VOTES

34. A poll, if demanded, shall be taken in whatever manner the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote to break a tie. A demand for a poll may be withdrawn.

VOTING CALCULATION

35. On a show of hands, each Unit shall have one vote. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.

VOTES PERSONALLY OR BY PROXY

36. On a show of hands or on a poll, votes may be given either personally or by proxy.

PROXIES

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

ELIGIBILITY TO VOTE

38. An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than THIRTY (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 29.

VOTE BY CO-OWNERS

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

SUCCESSIVE INTERESTS

40. 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.

TRUSTEE VOTE

41. 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.

VOTING RIGHTS OF MORTGAGEE

42. Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee SUBJECT TO the priority provisions of the Act with respect to the voting rights of first mortgagees, Owners and second and subsequent mortgagees, and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

VIOLATION OF BYLAWS

43. Where there is a violation of these Bylaws:
- a. any infraction or violation of or default under these Bylaws or any Rules established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs on a full solicitor and own client indemnification basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid;
 - b. the Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any Rules established pursuant to these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal expenses and costs on a solicitor and own client indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;
 - c. in addition to, but not so as to limit the powers of the Corporation under paragraphs (a) and (b) of this Bylaw, the Corporation may impose monetary sanctions on Owners, tenants, and invitees of the Owners who fail to comply with these Bylaws pursuant to Section 35 of the Act.

- i. Prior to the imposition of any sanction, the Board must investigate the alleged breach of bylaws, pass a resolution expressing the intention to issue a sanction and provide notice of intention to issue a sanction setting out any required action or response along with a timeline by which such action or response must be provided to the Board.
 - ii. If the notice period identified in the notice of intention to issue sanction passes without the required action being taken or response being given than the Board may pass a resolution issuing a sanction. Any such sanction shall include all information required by the Act.
 - iii. The Corporation shall use its discretion in determining the severity or seriousness of each violation and impose monetary sanctions which it considers reasonable in the circumstances. Such monetary sanctions be up to Five Hundred (\$500.00) Dollars on the first instance of non-compliance or One Thousand (\$1,000.00) Dollars for the second and subsequent instances of non-compliance.
- d. where a person fails to abide by a sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction. Where the Corporation takes such proceedings, the defendant shall pay the Corporation's legal and other related expenses in respect of the proceeding, including costs as between a solicitor and his own client indemnification basis.

DAMAGE OR DESTRUCTION

44. Damage or destruction shall be governed by the Board in the following manner:
- a. in the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of FIFTY (50%) percent or more of the replacement value of all Units, immediately prior to the occurrence. Prior to making any determination under this subparagraph, the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage, the Board shall convene a special general meeting to advise the Owners that substantial damage has occurred. At least seven (7) days' notice of such meeting must be given by registered mail to all Owners and mortgagees who have given notice;
 - b. unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, if the Board has elected to maintain casualty insurance for all owners, then 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 Bylaw 45.

- 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:
 - i. any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - ii. if the Board has elected to maintain casualty insurance for all owners then the proceeds of insurance shall be paid to the Insurance Trustee, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect;
- d. the Corporation is not responsible for any damage or loss whatsoever caused to improvements in the Units or to any personal property or contents of any nature of kind in any Unit ;
- e. no Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the Unit or to any personal property or person of the Owner arising from any defect or want of repair of the Common Property, 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;
- f. subject always to Section 24.1 of the Act, where the Corporation is required to enter a Unit for the purpose of maintaining, repairing the Common Property or maintaining or renewing pipes, wires, cables and ducts for the time being existing in the Unit and are 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 occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- g. notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items in any Unit or the Common Property by himself, members of his family, his tenants or members of their

families, his invitees, 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 to the extent of the insurance deductible); and should any Owner fail to repair 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 thereon as herein provided for overdue assessments 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.

INSURANCE

45. The Board on behalf of the Corporation shall obtain and maintain at all times insurance on all the Units (excluding furnishings and other personal property brought into Units by Unit Owners), and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide and include the following:
- a. coverage for fire, extended perils and such other perils as required by the Act and such other perils as from time to time the Board shall deem advisable;
 - b. coverage to the full replacement value of all buildings and other fixed improvements comprising the condominium and all chattels and other property belonging to the Corporation or forming part of the Common Property;
 - c. adequate coverage for boiler insurance if any boilers or pressure vessels exist;
 - d. coverage for such other risks or causes or for betterments to Units as the Board may determine or as may be determined by Ordinary Resolution of the Corporation;
 - e. that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned;
 - f. that no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as against any Mortgagee in any way or to any extent; and

- g. standard mortgagee endorsements in favour of all Mortgagees who have notified their interests to the Corporation.

Such insurance may, if required under the Act, or if determined by the Board whether required under the Act or not to be desirable, include betterments in any Units. The Board on behalf of the Corporation shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant to the paragraph immediately preceding this paragraph in favour of the Insurance Trustee. Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance obtained and maintained by the Corporation and insuring against fire and any other supplemental perils or against boiler damage shall be paid as follows:

- h. if the proceeds are less than ONE HUNDRED THOUSAND (\$100,000.00) Dollars, to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss, and
- i. if the proceeds are equal to, or in excess of, ONE HUNDRED THOUSAND (\$100,000.00) Dollars, to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided).

In the event that it is resolved by Special Resolution of the Corporation or is ordered by a Court under the Act that the Corporation shall not repair or restore the damage or that the Corporation shall be then terminated as to some or all units then the Insurance Trustee shall firstly apportion the proceeds between all those owners whose Units or Common Property interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear) and secondly shall pay such proceeds as follows:

- j. firstly, to the Mortgagees of all Units that are affected by the damage as their interests may appear and to the extent loss is apportioned to the respective Units (the Mortgagee's priorities to accord with their priorities as encumbrances against the respective Units);
- k. secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder the Insurance Trustee shall have regard to the interests of all Owners, Mortgagees, and the Corporation and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, all the Mortgagees whose mortgages are registered at the Land Titles Office or have been notified to the Corporation, and the Corporation; and no distribution of proceeds shall be made until after the expiry of 15 days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing within 15 days of his receipt of notice as aforesaid. If no party disputes the proposed distribution the Insurance Trustee may proceed with the distribution as proposed. If any party shall dispute the proposed distribution the Insurance Trustee shall

refer the matter to the Court authorized to deal with schemes and terminations under Sections 60 to 64 of the Act and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

Nothing in this Bylaw 45 shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

Notwithstanding the foregoing, an Owner shall carry insurance on his own Unit as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by a Unit Owner. Such insurance must insure the Owner's contents and betterments installed in his Unit, as well as insure against third party liability for at least \$1,000,000.00 and any deductible amount or equivalent which the Corporation has the ability to collect from an Owner in accordance with this Bylaw 45 or the Act, and shall contain such deductibles that are reasonable (as determined by the Board from time to time acting reasonably).

In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their Mortgagees.

Policies of physical damage insurance may only contain co-insurance on a stated-amount basis (and not on any other basis) and only if and as long as the following requirements to appraise are met. All policies of physical damage insurance shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners or any of them and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to the Corporation of their interests. Such policies shall also provide that the Insurance Trustee shall have the right at its sole option to obtain (to the extent permitted by law) a cash settlement (without deduction for depreciation) in the event of substantial damage to the Building and the determination by Special Resolution of the Corporation or by order of the Court of Law having jurisdiction in that behalf to terminate the condominium status of the Building and the insurer's option to reconstruct the damaged premises shall be deleted or waived. The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance affected by the Board. Unless otherwise provided by Ordinary Resolution of the Corporation, prior to obtaining any policy of fire insurance or any renewal thereof the Board shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the Building and other improvements comprising the condominium including all of the Units, all Common Property, and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation.

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident to the ownership or use of the

condominium Units therein, and all Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than FIVE MILLION (\$5,000,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another named insured. The policy or policies shall also insure against liability for or arising out of performance or nonperformance of the Condominium Corporation obligations under or in respect to the Easements

All policies of insurance shall name as insured both the Corporation and the Owners from time to time of all Units within the Parcel, and the Board shall also (as aforesaid) be covered under the liability policy. Policies may be subject to such deductibles as are permitted under the Act.

The Corporation shall, immediately upon the occurrence of any substantial damage to any of the improvements forming part of the condominium property, notify the Mortgagees of all Units affected who have notified their interests to the Corporation of such damage, such notice to be given by registered mail.

Without limiting any provision in these Bylaws extending greater liability to an Owner for damage caused by an Owner's breach of Bylaws or other fault, in the event a claim is made under any policy of insurance maintained by the Corporation then the Owner shall pay to the Corporation the amount of any insurance deductible applicable to such loss or damage. In the event that the Board elects to not file an insurance claim, the Board may recover from the Owner, as a contribution due to the Corporation, either the value of the repair, and all costs, charges and liabilities associated therewith, or alternatively the value of the Corporation's deductible, whichever is lesser. Such deductible amount or equivalent shall be recoverable by the Corporation as if it were a Common Expense levy upon the Owner's Unit or Units and will be a charge upon such Unit or Units.

CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGET

46. The particulars that govern the contributions for Common Expenses and budgets shall include that:
 - a. the Common Expenses of the Corporation shall be apportioned, assessed and levied upon the Owners in proportion to the Unit factors as shown on the Condominium Plan, or as otherwise provided herein and, without limiting the generality hereof, shall include the following:
 - i. all levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;

- ii. Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
- iii. all the charges on account of cleaning or sweeping of roadways and parking areas, and lawn maintenance and landscaping of Common Property and, and for snow and debris removal from Common Property;
- 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 the 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 maintained by the Corporation under these Bylaws and the Act;
- viii. all charges incurred by the Corporation on account of maintenance, operation, repair or restoration of the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage;
- ix. all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal, accounting, auditing and engineering, all replacement reserve fund studies, reserve fund reports, reserve fund plans and annual reserve fund reports, including fees and disbursements related to any such services;
- x. all reserves for repairs and replacement of Common Property;
- xi. the cost of maintaining fidelity bonds as provided in these Bylaws;
- xii. the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
- xiii. the allocable or pro rata portion of the cost of any electricity 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;
- xiv. any GST on condominium contributions as required by Canada Customs and Revenue Agency;

- xv. Municipal taxes, levies or assessments on any Unit owned by the Corporation;
 - xvi. 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 fifteen (15) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner at the municipal address of his Unit:
- i. a copy of the budget for the ensuing fiscal year which has been adopted by resolution of the Board;
 - ii. a notice of the assessment for its contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in equal amounts regardless of the Unit Factors for their respective Units, however, any expenses that relate directly and solely to the maintenance or operation of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance or operation, as the Board may determine;
- 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 for the Capital Replacement Reserve Fund;
- d. the 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 administration budget;
- 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 instalments payable, in advance, on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;
- 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; and
- g. 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 instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.

SPECIAL LEVIES

47. If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or special levy against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice and particulars of the special levy in accordance with the Act. Each such special levy shall be determined and assessed against the Owners in proportion to their Unit Factors. Unless otherwise provided, all such special levies shall be payable within ten (10) days of the due date for payment specified in the notice and, if not paid, shall bear interest at the Interest Rate from the due date until paid.

DEFAULT IN PAYMENT OF CONTRIBUTIONS

48. Default in payment of assessments and lien for unpaid assessments, instalments, levies and payments:
- a. the Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment, levy 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, instalment, levy or payment as hereinbefore mentioned, and for so long as such unpaid contribution assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment 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, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its reasonable costs, including legal expenses and fees incurred by the Corporation in collecting the amount owing and disbursements on a solicitor and own client indemnification basis from such defaulting Owner;

- b. any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, 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;
- c. notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- d. in the event of any contribution, assessment against, levy or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments, levies 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, instalments, levies and payments shall become payable on and as of the date of the said notice;
- e. all reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and own client indemnification basis) which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any Rules 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;
- f. 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.

ESTOPPEL CERTIFICATE

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

Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

LEASING OF UNITS

50. In the leasing of Units, the following provisions shall govern:
- a. prior to leasing his Unit, an Owner must provide the Corporation with written notice of his intention to rent the Unit setting out the address at which the Owner may be served with a notice given by the Corporation under sections 54-56 of the Act and the amount of rent to be charged for the Unit as well as the name of any tenant and contact information for the tenant;
 - b. in the event that any Owner desires to lease or rent his Unit, he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The 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;
 - c. the Corporation IS HEREBY AUTHORIZED TO:
 - i. impose and collect deposits under Section 53 of the Act;
 - ii. give notices to give up possession of Units under Section 54 of the Act; and
 - iii. make applications to the Court under Sections 55 and 56 of the Act;
 - d. 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;
 - e. no tenant shall take possession or otherwise occupy a unit unless all conditions of Bylaw 49 have been met.

SEVERABILITY

51. The provisions of these Bylaws shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining

Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

NOTICES

52. 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;
 - ii. the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - iii. the Corporation at its address for service shown on the Condominium Additional Plan Sheet Certificate; or
 - iv. a mortgagee at its address supplied to the Corporation;
 - b. left with the Owner or some other adult person at the said address of the Unit;
 - c. put under the front door of the Unit;
 - d. sent by electronic mail to an address provided for that purpose; or
 - e. put in the mailbox of the Unit.

Any notice given by post shall be deemed to have been sent and received seven (7) days after it is posted. An Owner or a mortgagee may at any time, in writing, advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws.

NOTICE OF DEFAULT TO MORTGAGEES

53. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of Sixty (60) days.

DEBT RETIREMENT ON TERMINATION

54. Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors, subject to the interests of any mortgagees.

PRIVACY AREAS

55. Privacy Areas shall be governed by the following terms:
- a. The Owners shall maintain and keep their Privacy Area in a clean and sightly condition. The Owners shall ensure that the Privacy Area is uncluttered and general landscaping is performed, as directed by the Board. Any costs and expenses incurred by the Corporation, as a result of an Owner failing to adhere to this Bylaw shall reimbursed by the Owner, in accordance with these Bylaws;
 - b. 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 Privacy Areas for the purpose of carrying out any of the duties or functions of the Corporation.

REALTY TAXES

56. The realty taxes and other municipal and governmental levies or assessments against the Common Property shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

INDEMNIFICATION OF OFFICERS AND MANAGERS

57. The Corporation shall indemnify every member of the Board, 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 or having been a Board member, 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 or for failing to discharge the duties of the office of a member of the Board honestly and in good faith or is found in breach of the Act. 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.

NON-PROFIT CORPORATION

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

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

USE AND OCCUPANCY RESTRICTIONS

59. The use and occupancy of Units shall be governed by the following terms:

- a. an Owner or Occupant SHALL NOT:
 - i. use his Unit, his Privacy Area, the Common Property, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the Project, for any commercial, professional or other business purpose, or for a purpose involving the attendance of the public at such area, unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant City of Edmonton Municipal Bylaw as long as such home occupation does not require deliveries or public visits to the Unit and the Owner provides to the Board satisfactory proof of liability insurance and any licensing related to the use, for greater certainty short term rentals through any home sharing services such as AirBnB, or similar, are considered a commercial or business purpose and are strictly prohibited;
 - ii. make or permit noise including, without limitation, pet noise within or about any Unit, the Privacy Area or the Common Property, 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, the Privacy Area or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which, in the opinion of the Board, causes a disturbance or interferes with the comfort of other Owners. No electronic device such as a gaming system, television, radio or other noise emitting device shall be played loudly and in a manner which is likely to disturb the Owners or Occupants of neighbouring units;
 - iii. conduct renovations without the prior written consent of the Board and by using professional tradespeople who are bonded and properly insured or conduct such renovations which would reasonably disturb or interfere with the use and enjoyment of a Unit between the hours of 8:00 a.m. and 8:00 p.m.;

- iv. keep or allow any pet at any time to be on his Unit, the Common Property, the Privacy Area, or any Corporation property, other than household animals and pets as are normally permitted in private homes in urban residential areas, except as provided herein as follows:
- (A) a dog weighing not more than THIRTY (30) pounds, in adulthood;
 - (B) a cat;
 - (C) a reptile, upon Board review and acceptance of the enclosure;
 - (D) a rabbit, upon Board review and acceptance of the enclosure;
 - (E) a rodent, upon Board review and acceptance of the enclosure;
 - (F) an aquarium not larger than FORTY (40) gallons upstairs and up to ONE HUNDRED (100) gallons in the basement;
 - (G) a bird, upon review of the Board and acceptance of the enclosure;
 - (H) The maximum number of pets in a Unit is 2 animals;
 - (I) Occupants must provide the Board with a description of the animals being kept within a Unit;
 - (J) all dogs and cats must be hand leashed or kennelled outside a Unit or Privacy Area, and kept under control and in the custody of a responsible person at all times who shall not allow a pet to urinate or defecate on, or dig or otherwise caused damage to any Unit or Common Property or Privacy Area of the Project. In the event that a pet urinates or defecates on the Common Property or Privacy Area, the waste must be immediately cleaned up by the owner of the pet;
 - (K) the Board may, in its sole and unfettered discretion, deem any pet to be causing unreasonable disturbance to other Occupants or to be a hazard to or harmful to other Occupants, then the Occupants of the Unit in which the pet is kept shall remove the pet, permanently, to be on grounds on fourteen (14) days' notice to that effect;
 - (L) any municipal Bylaws in effect in the City of Edmonton with respect to pets at any point in time shall have effect within the Common Property and municipal enforcement officers are hereby authorized and are permitted to enforce City Bylaws on the Common Property;
 - (M) an Owner agrees to pay to the Corporation the cost of any repairs

or damage (including the cost of replacement of urination patches) to the Common Property necessitated by and caused by an approved pet including, but not limited to, the cleaning up of waste, odor control, or the repair of common property damaged by a pet or damaged in the recovery of a pet, and any such costs shall be recoverable as a charge against the Unit;

- (N) Notwithstanding Bylaw 59(vi)(A)-(M), all pets that reside in a Unit prior to the passing of these Bylaws are grandfathered and therefore permitted to remain until the pet passes away or moves out of the Unit. All subsequent pets must comply with the requirements of Bylaw 59(vi)(A)-(M).
 - (O) Notwithstanding Bylaw 59(vi)(A-M) where a person has a disability and is legally entitled to the assistance of a service animal pursuant to the *Service Dogs Act*, SA 2007, c. S-7.5, such animals may be kept or accompany that person wherever necessary.
- v. use or permit the use of his Unit other than for residential purposes except as may be permitted under any relevant City of Edmonton Municipal Bylaw as per subparagraph (i) hereof;
 - vi. occupy or permit the occupation of his unit as other than a single-family residence;
 - vii. permit the number of persons occupying a Unit to exceed the numbers permitted by any Municipal or Provincial law or authorities;
 - viii. erect, place, keep or maintain on the Common Property or on any Privacy Area assigned to him any building, trailer (either with or without sleeping, eating or living accommodations), structure or tent without the prior written approval of the Board;
 - ix. hang or place any item which, in the sole and unfettered discretion of the Board, is aesthetically displeasing when viewed from outside the Unit;
 - x. no television or mobile telephone or radio antenna, solar panels, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Privacy Area or the Common Property by any Owner without the prior consent, in writing, of the Board which consent may be withheld or, if given, withdrawn on reasonable notice. The Board shall always have the final say as to the location of any satellite dish. The installation and removal of any satellite dish or solar panels is to be carried out by a qualified person, approved by the Board, who must provide the Board with proof of his or her qualifications, as well as appropriate insurance coverage. Upon removal of the satellite dish or solar panels, the Board will arrange for an inspection with the cost of the inspection and

any resulting repairs being the sole responsibility of the Owner. The Board may construct any common television antenna, dish or cable system which it believes best serves the interests of the Owners;

- xi. overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in his Unit, or on the Privacy Area or Common Property, a barbeque, normal cleaning products and related household goods excepted;
- xii. do anything or permit anything to be done within the Unit or the Privacy Area or 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. Gas or propane fire tables are permitted so long as they comply with all municipal regulations, are CSA approved and do not exceed 16" long, any other type of fire table or fire pit is not permitted unless with the prior written consent of the Board;
- xiii. smoke cigarettes, cannabis or hemp or any other product of the cannabis or hemp plants anywhere on or in the Common Property or allow any other person or guest to do so; and in this clause "smoke" includes use of such products as vaporizers and e-cigarettes, sometimes referred to as "vaping" as well as the use of a blunt, bong, bubbler, pipe;
- xiv. grow or maintain, or allow any occupant or visitor to his Unit to grow or maintain cannabis or hemp or any other such plant anywhere on or in his Unit or the Common Property;
- xv. do anything or permit anything to be done by any Occupant of his Unit or Privacy Area or the Common Property that is contrary to any statute, ordinance, bylaw or Regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- xvi. do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns 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;
- xvii. deposit customary household refuse and garbage outside of the Unit other than in properly secured garbage bags, which shall be completely drip free, placed on garbage containers provided by the Corporation. All bulk waste items, such as discarded household furnishings, paints, tires, packing boxes or construction or renovation materials shall be removed from the Project by the Owner at his sole cost and expense. Items capable

of being recycled shall be sorted and placed in the appropriate recycling containers provided;

- xxviii. erect, place, allow, keep or display signs, billboards, advertising matter, "For Sale" signs, realtor lock boxes or other notices or displays of any kind on any part of the Privacy Area or the Common Property in any manner without the prior written approval of the Board, excepting signs permitted under an applicable City of Edmonton Bylaw;
- xix. erect, keep or maintain any building, trailer, with or without living accommodations, or tent on the Common Property without the prior written approval of the Board;
- xx. erect, place or maintain any recreational or athletic equipment, incinerator, fences or any other barrier except with the prior written approval of the Board which approval may be withdrawn and in which case any Owner must comply with any direction of the Board to remove such items;
- xxi. allow any articles to be hung or placed on any outside window sill without the prior written consent of the Board;
- xxii. suffer or permit weeds to accumulate or exist within his Privacy;
- xxiii. alter, remove, damage or otherwise interfere with any drainage control fence, grass swale, concrete or asphalt drainage gutter or other drainage control structure which may be erected on the Units;
- xxiv. 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;
- xxv. in regard to parking and operating a vehicle on the Project:
 - (A) park in any area other than which is designated by the Board for the parking of a vehicle, either generally or for his Unit;
 - (B) park or store any vehicle or allow any member of his household to park or store any vehicle on those areas of the Common Property designated for Visitor or Handicapped parking without the prior written consent of the Board;
 - (C) allow a visitor to his Unit to park his motor vehicle anywhere on the Parcel except in a stall designated for Visitor parking or on the Owner's driveway or allow a visitor to use Visitor parking for a period in excess of SEVENTY TWO (72) hours per SEVEN (7) day period without the prior written consent of the Board;
 - (D) wash cars other than in a parking area assigned to him and in

such a manner as will not cause nuisance or annoyance to other Owners;

- (E) carry out any repairs, services or adjustments to motor vehicles on the Project;
- (F) bring onto the Project any vehicles other than private passenger automobiles, motorcycles, motorized scooters, light vans or trucks up to three-quarter-ton or sports utility vehicles without the written consent of the Board or the Manager, or duly authorized nominee thereof, and which such written consent may be withdrawn at any time on FIFTEEN (15) days' written notice, save in the course of delivery to or removal from the respective premises;
- (G) park a motorcycle without making use of a kickstand to prevent damage in the parking area;
- (H) park any vehicle which does not fit within the interior boundary of the parking stall being used;
- (I) allow trailers of any kind, campers, boats, snowmobiles, trail bikes, all terrain vehicles, buses or any type of motor home, recreational vehicle or equipment to be parked or stored anywhere on the Common Property for longer than FORTY EIGHT (48) hours in a one month period with the prior written consent of the Board;
- (J) keep on the Parcel, any motor vehicle which is not currently licensed, insured, not displaying valid license plates or not in operating condition or undergoing repairs of any nature without the prior written consent of the Board;
- (K) drive any motor vehicle on the Parcel in a manner which contravenes any Rules 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, restricted parking, emergency access routes, and directional controls;
- (L) drive any motor vehicle, including vehicles used for furniture moving, in any area of the Common Property which is not a driveway, roadway or parking area;
- (M) use any assigned parking area other than for parking vehicles described in (F) above; or
- (N) park any motor vehicle anywhere on the Project which leaks of oil

or grease or leaks any gasoline or which is in any other way, offensive or hazardous;

- xxvi. obstruct or permit any passage or sidewalk or walkway or driveways to be obstructed by any Occupant, his family, guests or visitors or their vehicles;
- xxvii. allow his Unit or any Privacy Areas to become unsanitary or unsightly in appearance;
- xxviii. make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical alterations or additions to his Unit including 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. 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. 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. 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;
- xxix. allow the area around his Unit or within his Privacy Area to become untidy. The Board shall be at liberty to remove any rubbish or clean up a Privacy Area to its satisfaction and charge the expense to the Owner and such expense shall be recoverable as it were a Common Expense levy upon the Owner's Unit or Units and will be a charge upon such Unit or Units;
- xxx. allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his Unit when not in actual use, and each Owner will comply with all reasonable requests of the Board or its representatives that all household or personal effects or articles belonging to an Owner or an occupant's household be put away inside such Unit when not in actual use;
- xxxi. without the prior written approval of the Board, have any right of access to those portions of the Common Property used from time to time for Utilities areas, maintenance, storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- xxxii. 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 except as expressly provided for in these Bylaws;

- xxxiii. paint, decorate or otherwise alter any portion of the Common Property required to be maintained by the Corporation without the express, prior, written consent of the Board;
 - xxxiv. allow his heating system to be rendered inoperable during the heating season;
 - xxxv. permit water, either interior or exteriors, to be left running unless in actual use. Owners must also keep all taps, toilets, washing machines or any other plumbing fixture in good repair. No toilets, sinks, drains or any other plumbing fixtures may be used for any purpose other than for which they were constructed. No sweepings, garbage, condoms, feminine hygiene products, great, rubbish, rages, ashes or other substances shall be deposited in or flush through such fixtures;
 - xxxvi. an Owner shall be financially responsible for any damage or costs related to forcible entry into his Unit by the Corporation or the Board or any of its servants, agents or nominees in the event of their having to deal with a fire, gas, water leakage or other emergency situation and for the purpose of protecting the property of other Owners and the Corporation, as the case may be;
- b. the restrictions in use of Units have the following purposes:
 - i. to provide for the health and safety of condominium Occupants;
 - ii. to maintain the Privacy Area, Common Property and Units in such a manner as to preserve property values;
 - iii. to provide for the peace, comfort and convenience of the Owners and Occupants;
 - iv. to develop a sense of community;
 - c. the Board may make Rules as it deems appropriate to clarify the general restrictions set forth in this Bylaw 59 and those Rules shall have the same force and effect as any Bylaw once the Board has given written notice to all Owners and Occupants through such means as the Board deems proper;
 - d. an Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Bylaw 59 hereof and, upon the request of the Corporation, obtain from the tenants or have the Manager who leases the Units on behalf of the Owners obtain from the tenants an undertaking, in writing, to the following effect:

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

PRIVACY AREA

60. The following provisions apply to Privacy Area:
- a. no Owner shall improve, develop, construct upon or otherwise modify his Unit or Privacy Area unless such development or improvement is approved by the Board in writing;
 - b. The Corporation is hereby empowered, and the Board is authorized on behalf of the Corporation, to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with subparagraph (a) hereof.

ARBITRATION AND MEDIATION

61. Any dispute respecting any matter arising under the Act or these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43 as provided in Section 69 of the Act.

AMENDMENT OF BYLAWS

62. These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each mortgagee who has notified its interest to the Corporation a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution.

CHANGE OF LEGISLATION

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