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

NOTE: These Bylaws have been passed by Condominium Corporation No. 0714028 for the purpose of repealing, replacing and substituting the Bylaws set out in Appendix 1 of the *Condominium Property Act* being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto.

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, as amended from time to time or any statute or statutes passed in substitution therefore;

    b) "Bare Land Unit" means Units 1 - 19, Condominium Plan No. 0714028;

    c) "Board" means the Board of Directors of the Corporation;

    d) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;

    e) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation and the Common Property;

    f) "Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these bylaws;

    g) "Common Property" means so much of the Parcel as is not comprised in or does not form part of any Residential Unit shown on a Condominium Plan, and does include the Common Property Units created on the registration of each Condominium Plan of re-division;

    h) "Common Property Units" means Units #20, #21, #24, #29, #34, #39, #44, #49, #54, #58, #63, #67, #72, #77, #82, 87, 88 to 91 and 92**,** created upon the registration of Condominium Plan No. 0714028 and each Condominium Plan of re-division of those Units;

    i) "Condominium Plan" means the bare land Condominium Plan registered under the Act as "Condominium Plan No. 0714028" and includes all subsequent Condominium Plans of re-division thereof;

    j) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 0714028";

    k) "Developer" means CLANSWEST DEVELOPMENT LTD. or any successor or assign thereof;

    l) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;

l) 1 "Improvements and Betterments" means those enhancements, renovations or modifications to the unit during construction by the builder or at a later date, which increases the kind, quantity or quality of the finishing materials, fixtures or construction over the standards defined in the standard unit definition (Schedule 2).

m) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board;

n) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;

o) "Manager" means any property manager contractually appointed by the Board; and approved by the unit owners at the Annual General Meeting.

p) "Municipality" means the Municipality of Crowsnest Pass;

q) "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for a period of thirty (30) days or more in any calendar year;

r) "Tenant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for a period of thirty (30) days or more in any calendar year;

s) "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;

t) "Owner" means a person who is registered as the Owner of the fee simple estate in a residential Unit.

u) "Parcel" means the land comprised in the Condominium Plan;

v) "Privacy Area(s)" means the front entrance and steps and personal outdoor amenity space, being the driveway, balcony or deck areas as are immediately adjacent to and affixed to a Residential Unit to which such Unit Owner has access;

w) "Private Motor Vehicle" means cars, station wagons, light trucks up to 1 ton size, mini-vans, motorcycles and sport utility vehicles;

x) "Recreational Vehicle" means a boat or power boat, jet-ski, all-terrain vehicle, snowmobile, off-road motorcycle, or any type of trailer, camper, or motor home.

y) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;

z) "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 thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;

aa) "Residential Unit" or "Residential Unit Owner" means those Units in the Project used for residential use or the persons who are registered as "Owners" thereof;

bb) "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;

cc) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;

dd) "Unit" means an area designated as a Unit on Condominium Plan No. 0714028 and the Plans re-division of Units 1 through 19, excepting the common property units, and shall include for the purposes of these Bylaws, in particular relating to repair, maintenance and replacement responsibilities pertaining to residential units:

i) all window screens and screen doors;
ii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the total Unit;
iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood, and hardwood lookalikes;
iv) all non-load bearing partitions, including their studs; the concrete garage pad and concrete basement floor;
v) all items not necessarily common to all Units including, but not limited to security systems and air-conditioning systems, whether they were installed at the time of Unit construction or at a later date;
vi) all electrical appliances and fixtures and all insulation in the Unit;
vii) all Unit plumbing and heating including pipes and fixtures inside the interior finishing of the floors, walls and ceilings of a Unit including, but not limited to:
(A) bathroom fixtures such as baths, showers, toilets and sinks;
(B) bathtub trap;
(C) kitchen sink, trap and pipes under sink;
(D) all water taps (kitchen and bathroom);

viii) all interior windows and doors and hardware;
ix) all Unit electrical including but not limited to panel circuit breakers, wire, fixtures, cables and conduits inside the interior finishing of the floors, walls and ceilings of a Unit;

ee) "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;

ff) "Unimproved Unit" means a unit or portion thereof upon which a residential unit, privacy area or other structure or amenity is intended to be placed or constructed, but in respect of which construction has not begun, or if begun, has not been completed.

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

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 the 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 an Emergency Situation when no notice is required), to enter his Unit for the purpose of:

i) inspecting the Unit and maintaining, repairing or renewing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit;

ii) maintaining, repairing or renewing the Common Property;

iii) ensuring that the Bylaws are being observed;

iv) doing any work for the benefit of the Corporation generally; and

v) gaining access to meters monitoring the use of any utility.

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner;

b) forthwith:

i) carry out all work that may be ordered by the Municipality or public authority in respect of his Unit; and

ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;

c) duly and properly clean, wash, repair, maintain and, when required, replace:

i) the interior of the Unit and all appliances, fixtures, improvements and additions thereto;

ii) the concrete garage pad and concrete basement floor;

iii) all windows of the Unit that are located on the interior walls of the Unit. An Owner shall repair and replace all window screens, window hardware and the interior trim of windows and wash all accessible interior and exterior windows;

iv) the doors of a Unit located on the interior walls of a Unit including the painting of the interior finishing of Unit access doors and the washing of patio, deck or balcony doors. An Owner shall repair and replace all, door hardware and the interior trim of Unit access doors;

v) bulbs in the light fixtures attached to the exterior of the Unit;

vi) any interior wall or ceiling mounted, self-contained, heating, ventilation air conditioning and cooling systems installed by or at the request of an Owner that has been approved by the Board prior to installation;

vii) the thermostats in the Residential Unit;

vii) any Privacy Area which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 56 and, if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 56 shall apply;

ix) But excluding the painting of the exterior surface or finishing of any access doors and all other outer boundaries, walls and other outside surfaces and roofs and eaves troughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit, and keep his Unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

d) not paint the exterior of a Unit or building nor make any repairs, additions or alterations to the exterior of the Unit or the building (INCLUDING interior and exterior load bearing and partition walls) of which his Unit forms a part or to the common plumbing, common mechanical or common electrical systems within his unit without first obtaining the written consent of the Corporation;

e) use and enjoy the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;

f) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;

g) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with his Unit;

h) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all occupiers of and visitors to his Unit to similarly comply;

i) 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 and 40 of the Act and Section 76 of the Regulation;

j) pay to the Corporation all legal expenses incurred as a result of it having to take proceedings to collect any Common Expenses levied or assessed against his Unit or to enforce compliance with these Bylaws, and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on a solicitor and his own client indemnification basis;

k) 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, question or complaint that is not in writing and properly submitted to the Manager;

l) deposit with the Corporation, if requested, duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term; and

m) pay to the Corporation on demand any bank charges or Corporation charges for any late or “NSF” cheque written by such Owner;

n) Carry a Condominium Unit Owner’s insurance policy, which policy shall include coverage as set out in Bylaw 45.1.

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, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;

b) do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to enforce these Bylaws;

c) maintain and repair (INCLUDING renewal where reasonably necessary) all exterior lighting, all electrical and mechanical rooms, all heating, venting and air-conditioning systems, if any, and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one (1) Unit or 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 or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;

e) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property or a Unit over which such Owners are granted exclusive right of use, clean, maintain and repair:

  i) the exterior or outside surfaces of the buildings comprising the Units (including all exterior windows and doors and the exterior trim of windows and doors except to the extent the Owner is required to repair and maintain under Bylaw 3.c)). The Corporation shall wash, in its sole discretion, all inaccessible windows on the exterior walls of a Unit;

ii) the repair of any leakage or exterior caulking around windows;

iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 56;

v) all landscaped areas, the Project entrance sign, all sidewalks, walkways, benches and any steps;

vi) all concrete, patio, deck or balcony walls or rails, perimeter fencing and gates and related posts except the concrete garage pad and concrete basement floor, which shall be the responsibility of the Owner; and

vii) all common utility services within, on, in, under or through the Units, all utility lines outside the interior finishing of the floors, walls and ceilings of a Unit, and all utilities on the Common Property, including the underground sprinkler system;

f) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account 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;

g) subject always to and in accordance with the Act and any Regulation, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property owned by the Corporation, and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from a Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall 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. The Board SHALL:

h) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:

i) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;

ii) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments;

iii) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;

iv) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;

v) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the Capital Replacement Reserve Fund;

vi) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Unit or any mortgagee of a Unit;

i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;

j) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic (except patios, decks, and balconies) and keep and maintain in good order and condition all grassed or landscaped areas of the Common Property;

k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;

l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, the Municipality or local authority;

m) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any lawns, trees or shrubs which die;

n) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or the amount of the insurance deductible if an insured loss) will be charged back to the responsible Owner;

o) repair, replace and maintain windows and doors on the exterior walls of a building. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or the amount of the insurance deductible if an insured loss) will be charged back to the responsible Owner.

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, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation;

b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the current year's Common Expenses budget has been approved by Special Resolution;

c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;

d) invest as it may determine any contributions towards the Common Expenses subject to the restrictions set forth in Section 43 of the Act;

e) make an agreement with an Owner, tenant or other occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or occupier thereof;

f) grant to an Owner a lease in respect of areas adjoining or relating to such Owner's Unit, as shown on the Condominium Plan, under Section 50 of the Act, on such terms and conditions as may be determined by the Board from time to time provided that such lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful Occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on thirty (30) days' notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;

g) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof and, except for the provisions of these Bylaws relating to Privacy Areas attached to each Unit, any such grant to be determinable on reasonable notice unless the Corporation, by Special Resolution, otherwise resolves;

h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;

i) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;

j) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;

k) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;

l) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting;

m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;

n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;

o) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and

p) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court Restricting or prohibiting the occupancy of a Unit by an Owner.

THE CORPORATION AND THE BOARD

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

COMPOSITION OF THE BOARD

7. The composition of the Board shall provide that:

a) the Board shall 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. The number of members of the Board for the next term shall be fixed by resolution at the next annual general meeting when a new Board is to be elected;

b) a Board member must be eighteen (18) years of age or older;

c) where a Unit has more than one (1) Owner, only one (1) Owner in respect of that Unit may sit on the Board at any point in time;

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 and shall refrain from voting on any matter of conflict;

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

f) no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

TERM OF OFFICE AND RETIREMENT FROM BOARD

8. Each Board Member shall be elected for a two (2) year term. At every second annual general meeting of the Corporation, all members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

ELIGIBILITY FOR RE-ELECTION TO BOARD

9. A retiring member of the Board shall be eligible for re-election. Any prospective member of a non-Developer controlled Board shall, as a condition of his nomination, 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. Those entitled to accept nomination must either be in attendance at the annual general meeting or have agreed in writing to the nomination.

REMOVAL FROM BOARD

10. The Corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office for the remainder of that member's term provided such person qualifies for membership pursuant to Bylaw 7.

CASUAL VACANCY ON BOARD

11. Where a vacancy occurs on the Board under Bylaw 20, the remaining members ofthe Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7.

QUORUM FOR BOARD

12. A quorum of the Board is a majority of its 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

13. At the first meeting of the Board held after the turnover 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 general meeting of the Corporation when a new Board is to be elected; or until any member shall resign the office; or any member is removed from office by a vote of at least 2/3 of all members of the Board. In the event of resignation or removal, a successor shall be appointed by the remaining Board members. The President shall be the Chairman of the Board and shall have a casting vote to break a tie in addition to his original vote. A person ceases to be an officer of the Corporation if he 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) offices.

CHAIRMAN OF BOARD MEETINGS

14. 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. Each meeting of the Board shall be held within the Municipality unless the Owners agree by Ordinary Resolution, to hold the meeting in another location.

DUTIES OF OFFICERS

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

VOTES OF BOARD

16. Voting by Board members shall be governed as follows:

    a) At meetings of the Board all matters shall be determined by simple majority vote.

    b) A resolution of the Board in writing signed by a majority of the members or agreed to by e-mail, shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

    c) All Board meetings shall be conducted in accordance with the rules of procedure established by the Board.

    d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.

FURTHER POWERS OF BOARD

17. The Board may:

    a) meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, including meeting by electronic means. In addition, the Board may decide to undertake and consider business via email with such resolutions and decisions as may be made to be ratified at the next meeting of the Board. The Board shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;

b) 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 at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;

d) obtain and retain by contract the services of a Manager or any professional real property management firm or 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, with such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Under such contract if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:

   i) the total amount of any Capital Replacement Reserve Funds in the hands of or controlled by the Manager;

   ii) one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all Units in the Project (EXCLUDING any special contributions) whichever is greater; and

   iii) a sum representing the average monthly amount of cash in the control of the Manager.

   At all times when the Board consists only of nominees of the Developer no such contract shall provide for an initial term in excess of one (1) year and the termination provisions of Section 17 of the Act shall apply thereto;

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

f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

ADDITIONAL DUTIES OF THE BOARD

18. The Board SHALL:

a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;

b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;

c) keep minutes of general meetings of the Owners 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;

d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;

e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;

f) maintain financial records of all the assets, liabilities and equity of the Corporation;

g) on written application of an Owner or mortgagee, or any person authorized in writing by him, provide the information and documentation as specified in Section 44 of the *Condominium Property* Act.

h) 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 to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the 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 accountant’s Notice to Reader within ninety (90) days of the end of the fiscal year of the Corporation, subject to the availability of its auditor or reviewed to provide the required statements within ninety (90) days. The report of the 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;

i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;

j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;

k) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of each member of the Board;

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

m) 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.

DEFECTS IN APPOINTMENT TO BOARD

19. 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.

VACATING OFFICE OF BOARD MEMBER

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

a) by notice in writing to the Corporation resigns his office;

b) dies;

c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;

d) becomes bankrupt;

e) is a represented adult as defined in the *Adult Guardianship and Trusteeship Act,* S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;

f) is convicted of an indictable offence;

g) attends any Board meeting while intoxicated or 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;

i) in the case of a company which is a member of the Board, if the company is in arrears as set forth in sub-paragraph c) above, if it becomes bankrupt or makes an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;

j) commences or threatens to commence any legal proceedings against the Board or the Corporation.

SIGNING AUTHORITIES

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

CORPORATE SEAL

22. The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his 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 MEETINGS

23. The first annual general meeting of the non-Developer Owners shall be convened by the Board within the time prescribed by the Act. Subsequent 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. Each such meeting shall be held within the Municipality, unless the Owners agree, by Ordinary Resolution, passed at the Corporation's annual general meeting, to hold the meeting in another location.

EXTRAORDINARY GENERAL MEETINGS

24. All general meetings other than annual general meetings shall be called extraordinary general meetings.

CONVENING EXTRAORDINARY GENERAL MEETINGS

25. The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than twenty-five (25%) 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 twenty-five (25%) percent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to twenty-five (25%) percent of the total Unit Factors convene an extraordinary 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

26. A minimum of thirty (30) 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 Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. 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.

PROCEEDINGS AT GENERAL MEETINGS

27. Proceedings at general meetings shall include that:

    a) all business that is transacted at an annual general meeting, or at any extraordinary general meeting, with the exception of the consideration of accounts and financial statements, appointment of accountants 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) no such item of special business shall be effective to direct or limit the exercise by the Board of any authority or power vested in it under the Act or these Bylaws;

    d) special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act and these Bylaws, all business may be conducted or approved by Ordinary Resolution; and

e) all general meetings of the Corporation shall be conducted according to rules of procedure established by the Board.

QUORUM FOR GENERAL MEETINGS

28. 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 Persons entitled to vote representing no less than 50% of the Unit Factors present in person or by proxy shall constitute a quorum.

ADJOURNMENT FOR LACK OF QUORUM

29. If within ten (10) minutes from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes to allow further Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

CHAIRMAN FOR GENERAL MEETINGS

30. 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

31. The Order of Business at general meetings, and as far as is appropriate at all extraordinary 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) call to order by the Chairman and establish quorum;
c) proof of notice of meeting or waiver of notice;
d) agenda (with any new items) approval
e) reading and disposal of any unapproved minutes;
f) reports of officers;
g) reports of committees;
h) financial report;
i) appointment of auditors and solicitors;
j) every second year resignation of the Board;
k) every second year election of Board;
l) unfinished business;
m) new business; and
n) adjournment.

VOTING BY SHOW OF HANDS

32. At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the 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

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

VOTING CALCULATION

34. On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. 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. Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election to the Board.

VOTES PERSONALLY OR BY PROXY

35. Votes at any general meeting may be given either personally or by proxy.

PROXIES

36. 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. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner.

ELIGIBILITY TO VOTE

37. An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner’s Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

VOTE BY CO-OWNERS

38. 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.

RESOLUTION OF THE OWNERS

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

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 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. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

VIOLATION OF BYLAWS

43. Where there is a violation of these Bylaws:

a) Subject to dangerous or emergent circumstances existing as determined by the Board acting reasonably, when no notice is required:

i) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within 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 as between a solicitor and his own client, 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, and may be recovered pursuant to Bylaw 48(a).

ii) In addition, 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 or regulations 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 costs as between a solicitor and his own client. 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.

iii) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty ($50.00) Dollars to a maximum monetary sanction of Ten Thousand ($10,000.00) Dollars, to be levied upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw. See Schedule 1- Fines.

Where a person fails to abide by a non-monetary 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 or may be recovered pursuant to Bylaw 48(a).

iv) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.

v) Any member of the Board who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaws 60.b) xviii) may contact the Municipality's Parking Authority requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be removed therefrom and be impounded in a pound maintained for that purpose. The Unit Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the Common Property by such towing, or to the violator's vehicle while on the Common Property or at any time while the infraction is being remedied.

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 twenty-five (25%) percent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary 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.

Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 45(g).

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or destruction not to repair, the Board 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 consent to such application. Upon termination of the condominium status:

i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and

ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, 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.

b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.

c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.

d) Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris.

e) 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 and contractors or licensees that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only to the extent of the insurance deductible). Should any Owner fail to repair such damage in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair; and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest 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 insurance of the Corporation shall be governed by the following terms:

(a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and, in particular Section 47 of the Act and Part 6 of the Regulation, to the extent available, the following insurance:

(i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and the Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance industry, of physical loss or damage) insuring:

A) all of the insurable Common Property;

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

C) all of the Units, including all Buildings for the full replacement cost thereof, without deduction for depreciation; (BUT EXCLUDING all improvements and betterments, furnishings and other personal property of each Owner whether or not installed in the Building or Unit) for the full replacement cost thereof, without deduction for depreciation; but limited to the standard unit definition attached as Schedule 2; and for the full replacement cost thereof, without deduction for depreciation, but limited to the standard unit definition attached as Schedule 2; and

D) the interests of, and naming as, insureds:

1) all Owners from time to time;

2) all mortgagees who have given written notice of their interests to the Corporation;

3) the Corporation; and

4) the Board of Directors and any person referred to in Bylaw 17 hereof; (hereinafter collectively called the "Insureds") as their respective interests may appear;

E) excluded from “all risks” coverage is vandalism, or a malicious act caused by an owner, tenant, occupant, or visitor;

(ii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the Ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Two Million ($2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;

(iii) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs and expenses, including counsel fees, reasonably incurred by the Owner in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;

(iv) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;

(v) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles; and

(vi) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution;

For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 45 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

(b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:

i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;

ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;

iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;

iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;

v) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer in the circumstances;

vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event that, after damage, the status of the condominium is terminated;

vii) the policy shall be written on a stated amount basis;

viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured; and

ix) subject to sub-clause (g) below, the Corporation shall obtain and pay for all glass insurance for the Project.

(c) Annually, the Board shall obtain an estimate of current construction costs setting out the basic replacement cost of the Common Property, Units, Buildings and all of the property of the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with the current construction cost update to insure the replacement value as set forth in such construction cost update. In addition to such insurance coverage for the construction cost value of the Common Property, Units, Buildings and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor. A copy of each such policy shall be forwarded, upon request, to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.

(e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board, its authorized representative, or the Insurance Trustee (if any), and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.

(f) The liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner AND PROVIDED FURTHER THAT neither the Corporation nor the Board shall be required or have any duty to insure the rental revenue of Owners, the interests of tenants against liability or other risks, or the interests of tenants or Owners for their belongings, contents or other property. The insuring of any rental revenue, belongings, contents or other property within a Unit or on any Privacy Area is the sole responsibility of the Owner, tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to improvements and betterments, any belongings, contents or other property within or to the Unit, however caused.

(g) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that an Owner (or members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the potential claim, the Corporation may, at the discretion of the Board, recover the deductible portion of the claim (whether made or not) from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith (including legal costs on a solicitor and his own client full indemnification basis) and with the collection thereof incurred by the Corporation, and such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

OWNER INSURANCE

45.1 Owners are responsible for insuring improvements and betterments, and furnishings and other personal property whether or not installed in the Building or Unit. Owners shall also carry insurance to cover an amount not less than the Corporation’s insurance policy deductible.

CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

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

a) The Common Expenses of the Corporation shall be paid by the residential Unit Owners in proportion to the Unit Factors for their respective Units to the total Unit Factors of all residential units, or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:

i) All levies or charges on account of garbage and/or recycling removal, water, sewer, gas and fuel services supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;

ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;

iii) All the charges on account of cleaning or sweeping of roadways, lawn maintenance and landscaping and for clearing snow and debris from Common Property not designated as a Privacy Area, or as otherwise set forth in these Bylaws;

iv) All charges on account of lighting fixtures situated on any Unit owned by the Corporation or on Common Property except the bulbs in the patio or balcony light fixture on every Unit;

v) All charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws;

vi) All costs of furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;

vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;

viii) All charges incurred by the Corporation on account of maintenance, operation, repair or restoration of any Unit or 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 (INCLUDING Capital Replacement Reserve Fund studies) fees and disbursements;

x) All reserves for repairs and replacement of Common Property and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;

xi) Maintenance of the exterior walls and other structural costs of the buildings;

xii) The cost of maintaining fidelity bonds as provided in these Bylaws;

xiii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation; and

xiv) 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.

b) Seventy-five (75) days after the end of each fiscal year the Corporation shall deliver electronically or via post to each Owner at the municipal address of his Unit:

i) a copy of the Final budget for the ensuing fiscal year; and

ii) a notice of the proposed assessment for its contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the residential Owners in proportion to the Unit Factors for their respective Units to the total unit factor of all residential units, EXCEPT, in the sole discretion of the Board, acting reasonably:

(A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; and

(B) any expenses that relate directly and solely to the maintenance, operation, repair or restoration of all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance, operation, repair or restoration, as the Board may determine.**;** and

(C) Any insurance deductible may be charged to a unit and shall be paid by the owner pursuant to Bylaw 45(g) and/or pursuant to the *Condominium Property Act* or the Regulation to the *Condominium Property Act* as may be amended from time to time.

c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may include reasonable provisions for contingencies and shall include reasonable provisions for the Capital Replacement Reserve Fund.

d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.

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.

g) The Corporation shall, on the application of an Owner, purchaser or mortgagee, or the solicitor of any Owner, purchaser or mortgagee or any person authorized in writing by any of these persons, certify within ten (10) days:

i) the amount of any contribution determined as the contribution of the Owner;
ii) the manner in which the contribution is payable;
iii) the extent to which the contribution has been paid by the Owner; and
iv) the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.

h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:

i) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;

ii) the particulars of:

(A) any action commenced against the Corporation and served upon the Corporation;

(B) any unsatisfied judgment or order for which the Corporation is liable; and

(C) any written demand made upon the Corporation for an amount in excess of Five Thousand ($5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;

iii) the particulars of or a copy of any subsisting management agreement;

iv) the particulars of or a copy of any subsisting recreational agreement;

v) a copy of the current budget of the Corporation;

vi) a copy of the most recent financial statements, if any, of the Corporation;

vii) a copy of the Bylaws of the Corporation;

viii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;

ix) the particulars of or a copy of any subsisting lease or exclusive use agreement with respect to the possession of any portion of the Common Property, including a parking stall or storage area;

x) a statement setting forth the amount of the Capital Replacement Reserve Fund;

xi) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;

xii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of request in any of the buildings that are included in the Condominium Plan;

xiii) the particulars of any post-tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan; and/or

xiv) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.

i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or 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.

j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act shall be entitled to charge a reasonable fee for the production thereof.

SPECIAL ASSESSMENTS

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 assessment against each residential Unit and payable by each residential owner in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to their Unit Factors or as set forth in Bylaw 45.b) ii). All such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

DEFAULT IN PAYMENT OF ASSESSMENTS

48. Default in payment of assessments and lien for unpaid assessments, instalments and payments shall be governed by the following terms:

   a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate and 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 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 give 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 legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner;

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

c) Any other Owner or person, firm or corporation whatsoever may pay any unpaid contribution, assessment, 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 provision;

d) 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;

e) In the event of any assessment against 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 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 and payments shall become payable on and as of the date of the said notice PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee;

f) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client 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 or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

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 Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying 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 & RENTAL OF UNITS

50. In the leasing or rental of Units, the following provisions shall govern:

a) 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 renter, that the proposed lessee or renter 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 renter with respect to such obligations.

b) Leasing or Renting a Condominium

There are different rules for landlords and tenants when Condominium Owners lease or rent their units. If there is a conflict between the *Condominium Property Act* and *Residential Tenancies Act*, the *Condominium Property Act* will apply.

Unit Owners' Responsibilities

(A) A condominium owner who leases or rents their unit to a tenant must provide written notice to the Condominium Corporation of:

i) their intent to lease or rent their unit;

ii) the address where they can be served;

iii) the amount of the lease or rent they are charging;

iv) the name of the tenant or renter within 20 days of the tenancy starting;

v) the unit no longer being leased or rented within 20 days of the tenancy ending.

(B) The Condominium Owner must also:

i) pay a deposit if the Corporation requests it (the landlord cannot ask the tenant or renter to pay this deposit);

ii) agree that the tenant or renter will not damage the Corporation's property (damage does not include normal wear and tear);

iii) inform tenants or renters of the Corporation's Bylaws and make them a condition of the tenancy (the Bylaws override the tenancy agreement and the *Residential Tenancies Act*);

iv) tenants or renters are not allowed to have any pets and animals as per Bylaw 60.

The Corporation's Responsibilities

(C) When an Owner leases or rents their unit, the Corporation may ask the Owner for a deposit. The deposit can be no more than a maximum of one month's rent that will be charged for the unit. The Owner's deposit can be used to repair or replace Condominium property, common property or exclusive use property damaged, destroyed, lost or removed by the tenant.

The *Condominium Property Act* does not require the Corporation to pay interest on the deposit.

Within 20 days of being advised by the owner that the unit is no longer leased or rented, the Corporation must:

i) return the deposit;

ii) give the Owner a statement of account showing the amount of the deposit that was used and any money left over; or

iii) give the Owner an estimated statement of account showing how it intends to use the deposit. Within 60 days after delivering the estimate, the Owner must receive a final statement and any money left over.

c) Evicting A Tenant or Renter

The Corporation can evict a tenant or renter for damaging the property or not following the Bylaws. Notice will take effect the end of the month following the month the notice is given (e.g. if the Corporation gives notice in September, the tenancy ends on Oct. 31). This effective date overrides the tenancy agreement and the *Residential Tenancies Act*. The tenant does not have the right to give the Corporation a notice of objection:

i) If the tenant or renter doesn't move out, the Corporation can go to the Court of Queen's Bench for an Order requiring the tenant to move;

ii) If a tenant or renter does excessive damage to the Corporation's property or the common property or if the tenant or renter is a danger to or is intimidating the Owners or other occupants, the Corporation can go to the Court of Queen's Bench for an Order requiring the tenant or renter to move out. The tenancy will end when the Court of Queen's Bench orders the tenant or renter to leave;

iii) The Corporation must serve any notices or Orders on the landlord.

d) The Corporation IS HEREBY AUTHORIZED TO:

i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Corporation of its use;

ii) give notices to give up possession of Residential Units under Section 54 of the Act; and

iii) make applications to the Court under Sections 55 and 56 of the Act.

e) No tenant or renter 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 leases or rents the Unit is in default of payment of contributions, in which case the tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the tenant or renter shall be deemed to be a rental payment made to the Owner.

f) The Owner or the agent of the Owner may be required to pay a fee for the supervision or security of any move-ins or move-outs of a Unit. The Manager must be given a minimum of seven (7) days' notice by an Owner of any such move.

SEVERABILITY

51. The provisions hereof 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 Plan;
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) put in the mailbox of the Unit; or
e) sent electronically with a Read confirmation attached

Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours 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. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

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 ninety (90) 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 or otherwise in accordance with the principles set forth in Bylaw 45.b) ii) subject to the interests of any mortgagees.

COMPANY THAT IS MEMBER OF BOARD

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

PRIVACY AREAS

56. Privacy areas shall be governed by the following terms:

a) The Owner of a Unit shall have the exclusive use of his front entrance and steps, driveway and personal outdoor amenity space consisting of the deck or balcony immediately adjacent and affixed to his Unit to which he has access and such areas shall constitute Privacy Areas granted to an Owner pursuant to Bylaw 5. Any landscaping or decoration of patios, decks or balconies may only be carried out after the express written consent of the Board has been obtained therefore and the maintenance of such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use.

b) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any such personal outdoor amenity space Privacy Areas assigned or designated by it hereunder.

c) While any such personal outdoor amenity space Privacy Area is not included in the Condominium Plan as part of a Residential Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such personal outdoor amenity space Privacy Area shall be maintained in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned and in particular the owner shall be responsible for the prompt and timely removal of ice and snow from the front and back steps of the residential unit, provided that the Board shall be responsible for the plowing and removal of snow and ice in all common areas not stipulated above.

d) If an Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.

e) The term Privacy Area does not include any fence, privacy screen, rail or similar structure bordering any designated Privacy Area.

f) The Corporation, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility.

g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.

REALTY TAXES

57. The realty taxes and other municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

INDEMNIFICATION OF OFFICERS AND MANAGERS

58. The Corporation shall indemnify every member of the Board, Manager, officer or employee and his/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, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. 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

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

a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;

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.l).

USE AND OCCUPANCY RESTRICTIONS

60. The use and occupancy of the Units shall be governed by the following terms and failure to comply with this bylaw will result in sanctions to be imposed as per Schedule 1.

(a) In this Bylaw:

i) Occupant means a person present in a unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner or Tenant including any visitor in the unit who is visiting the unit with permission of the Owner or Tenant;

ii) Owner is the legally registered owner or titleholder of a Condominium unit;

iii) Tenant is the person to whom an Owner of a Unit has leased or rented his Condominium unit.

(b) An Owner or Occupant or Tenant SHALL NOT:

i) use his Residential Unit or any part thereof for any purpose which may be illegal or injurious to the reputation of the Project, for any commercial, professional or any other business purpose, or for a purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved “live-work Unit use” or “home occupation” as defined in the relevant Municipality’s Municipal Bylaw, as long as such home occupation does not require deliveries or public visits to the Unit and the Owner provides the Board satisfactory proof of liability insurance and any required licensing related to the use. No Owner or Occupant shall use a Unit to provide a day care centre or commercial baby-sitting services;

ii) make or permit noise, including, without limitation, pet noise in or about any Unit or the Common Property or allow any odour or noxious substance to emanate or escape from his Unit or conduct himself in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant or Tenant. 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;

iii) keep or allow any pet, animal, livestock or fowl of any kind (except fish) at any time to be in his Unit, on the Common Property or on any Corporation property, other than strictly house bound dogs or cats and then only for the Owner of the Unit and up to a maximum total of either two dogs per Unit or two cats per Unit or alternatively, one dog and one cat per Unit. Additionally:

A) no livestock, snakes, rodents, reptiles, arachnids or fowl will be approved;

B) all dogs and cats approved must be hand leashed outside a building or on the Common Property outside of Privacy Areas, and kept under control and in the custody of a responsible person at all times who shall not allow a pet to defecate or urinate on any lawn or shrubs located at any Unit or Common Property of the Project and shall, if it occurs, clean up any animal defecation immediately;

C) no pet shall be left unattended on a Privacy Area;

D) any municipal Bylaws in effect in the Municipal District of Crowsnest Pass 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 Municipal Bylaws on the Common Property;

E) an Owner, of any Unit who owns or is responsible for any pet who violates clause (B) agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement sod on areas damaged by urination) to the Common Property necessitated by and caused by any pet;

F) A tenant or renter shall not keep or allow any pet or animal of any kind whatsoever, including dogs, cats, livestock, fowl, birds, snakes, worms, rodents, reptiles, turtles, arachnids or insects, of any kind whatsoever at any time to be in the Unit, on the Common Property or on any Corporation property;

G) Before leasing or renting the Unit to any tenant or renter and prior to the signing of the lease or rental agreement, the Owner must ensure that he/she notifies the prospective tenant or renter in writing of the specific prohibition in clause (F) above and must also provide a copy of the signed written notice that he has given to the tenant or renter in this regard, to the Board. If the Owner fails to comply with this provision, then notwithstanding any other rights and remedies the Board may have, any leasing or rental of the Unit by the Owner will not be required to be accepted by the Condominium Corporation as a valid lease or rental agreement;

iv) use or permit the use of his Unit other than for residential purposes or as permitted in sub-clause i.) above;

v) permit the Unit to be occupied as a place of residence by more than eight (8) persons (whether adult or minor) at any given time.

vi) shall not construct, install or permit the use of more than one kitchen in an Owner's Unit;

vii) do any act or permit any act to be done or alter or permit to be altered his Unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Units without the prior written approval of the Board. No surface or overhead covering shall be applied to any patio, deck or balcony without the prior written consent of the Board;

viii) permit laundry, rugs, blankets, BBQ covers, carpets or sleeping bags to be hung other than inside the Unit;

ix) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on any parking stall or on the Common Property or on any Privacy Area assigned to him without the prior written consent of the Board;

x) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property except as authorized by the Board and then only in accordance with the Regulations therefore which may be established by the Board. No wall or window or roof mounted air conditioner units are allowed. Central air conditioning units are allowed with prior written consent of the Board;

xi) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in his Unit, or on the Common Property, normal cleaning products, related household goods, and a natural gas or electric barbeque on a patio, deck or balcony excepted;

xii) do anything or permit anything to be done in his Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;

xiii) do anything or permit anything to be done by any occupier of his Unit in his Unit or the Common Property that is contrary to any statute, ordinance, Bylaw or Regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

xii) or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;

xiii) deposit customary household refuse and garbage outside his Unit other than in garbage bags placed in a plastic or metal garbage container with a lid that is connected to the container. All bulk waste items such as discarded household furnishings, electronic equipment, appliances, packing cartons, paints or tires which the Municipality's Solid Waste Services will not normally collect, shall be removed immediately from the Project by the Owner at his sole cost and expense. No garbage shall be left outside a Unit or on a Privacy Area or on the Common Property except in the enclosures as aforesaid; Any costs associated with clean up of garbage will be charged to the owner of the Unit;

xv) erect, place, allow, keep or display signs, billboards, advertising matter, or other notices or displays of any kind on the Common Property including any Privacy Area assigned to him or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written approval of the Board;

xvi) permit any member of the household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;

xvii) in regard to parking and operating a vehicle on the Project:

A) wash a vehicle, except a Private Motor Vehicle or Recreational Vehicle, and only on their Residential Unit driveway. Then, immediately clean-up any dirt and debris left on the driveway or adjoining roadway;

B) repair any type of vehicle on the Project, except for minor repairs of a Private Motor Vehicle or Recreational Vehicle, which may only be completed in their Residential Unit garage or on their driveway;

C) park a Recreational Vehicle or equipment, anywhere on the Project other than in their Residential Unit garage between October 15 and April 30. May 1 to October 14, Recreational Vehicles or equipment can be parked for up to 72 hours on an Owner's, Occupants, or Tenant's Residential Unit driveway, on the adjoining roadway, in visitor parking stalls, or the east visitor parking area beside the east fence. Advance written notification must be sent to the Property Manager to park a Recreational Vehicle or equipment anywhere on the Project for longer than 72 hours, or to park other than on a Residential Unit driveway between October 15 and April 30;

D) impede snow removal efforts by parking vehicles on roadways between October 15 and April 30

E) bring any vehicle onto the Project other than a Private Motor Vehicle or Recreational Vehicle;

F) drive any vehicle onto the Project faster than the posted speed limit, or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;

G) park a vehicle on roadways, in visitor parking stalls or in the east visitor parking area beside the east fence, for longer than 72 hours, without written notification to the Property Manager;

H) park a vehicle so it blocks access to the east snow removal gate, walkways, paths, driveways, or visitor parking stalls;

I) park a vehicle on the Project that leaks or drops oil, grease, gasoline, antifreeze or any substance deemed hazardous by the Board. Any such substances must be cleaned up within 72 hours, and if it's not, the Owner, Occupant, or Tenant agree to reimburse the Corporation for any costs incurred to remove the substance from the Project;

xix) use a plug-in located on a Residential Unit other than the one owned by him or assigned to him. Should an Owner, Occupant or Tenant use power from an outlet not his own, that Owner, Occupant or Tenant shall be responsible for repayment of any costs, fees, or expenses to the

Owner, Occupant or Tenant who was charged for such costs, fees, or expenses;

xx) shake blankets, rugs, mops or dusters of any kind nor throw anything out any windows in his Unit, or groom animals and causing fur to litter the Common Property, nor permit anything of this kind to be done;

xxi) make or cause to be made any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical changes, alterations or additions to his Unit or any structural alterations to be made to the outer of any Unit including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications or advise the Board. 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;

xxii) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed. No jetted tub shall be installed in a Unit unless the prior written approval of the Board is obtained;

xxiv) allow the Residential Unit, Privacy Area, or the area around the premises to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to the Board's satisfaction and charge the expense to the Owner;

xxv) use the patio, deck or balcony or other areas outside of the building for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the respective Unit when not in actual use, and each Owner, Occupant or Tenant will comply with all requests of the Board or its representatives that all household or personal effects or articles belonging to an Owner's, Occupant's or Tenant's household be put away inside such Unit when not in actual use, however, lawn furniture, neat storage boxes or a barbeque on a balcony or patio are permitted. Bicycles must not be stored on a patio, deck or balcony;

xxvi) feed or harbour pigeons, gulls or other birds from the patio, deck or balcony, windows of his Unit or on the Common Property. No bird feeders are allowed anywhere on the Project;

xxvii) render a Unit unfit for human habitation. Units must be kept clean and in good order and free of insects and vermin. An Owner, Occupant or Tenant shall control all pests inside a Unit (regardless of the origin of such pests);

xxviii) smoke anywhere on the Common Property except on a patio, deck or balcony with such Owner, Occupant or Tenant disposing of smoking material into a fire-retardant receptacle filled with either sand or water. An Owner, Occupant or Tenant shall not throw cigarette butts, matches or other smoking or combustible materials out of windows or over balconies. An Owner, Occupant and Tenant shall attempt to restrict smoke or other noxious substances from entering adjoining premises;

xxix) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;

xxx) cook on a patio, deck or balcony other than using a natural gas, propane or electric barbeque or smoker which is to be covered at all times when not in use, with a suitable barbeque cover that is in good condition. No charcoal briquette barbeques, wood burning devices or open fires are allowed anywhere in the Development; Occupants are a*llowed, portable propane/gas fire pits (with a maximum 15 cm. flame height), and portable standing propane/gas patio heaters on unit decks and patios*. Such appliances must be used following the manufacturers operation manual, kept 2 feet from flammables, never left unattended, propane cylinder must be disconnected when not in use. Do not use the appliance if winds are over 40 km;

xxxi) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems, utilities areas, building maintenance, storage areas not specifically assigned to him under Bylaw 56, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;

xxxii) use or permit to be used any draperies or window coverings that are visible from the exterior of the building unless such draperies conform to the shade that is used throughout the development and shall not use foil, flags, towels, bed sheets, newsprint or other objectionable material on any window. No Owner shall apply film or tinting to any exterior window without the prior written consent of the Board;

xxxiii) install any flags, wind chimes or windsocks anywhere outside a Unit;

xxxiv) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas, Halloween or other such festive decorations that will be visible from the exterior of the Unit except for the time period between November 15 of each year to January 31 of the following year for Christmas decorations and between October 31 of each year to November 5 of the same year for Halloween decorations;

xxxv) allow the smoke detector in the Unit to fall into disrepair or non-use and if so ensure the detector is replaced as soon as possible; and replace detectors every ten (10) years as per manufacturer specification;

xxxvi) use or permit any member of his household, guests or visitors to use any of the amenities or any portion of the common property except in strict accordance with any rules and regulations as may be established by the Board from time to time. Upon publication of a rule or regulation so made by the Board, the same shall be binding upon each Owner, Occupant or Tenant of a unit, all visitors and guests and any violation of such rules or regulations may result in the loss of use of the recreational amenities for a period as decided by the Board, without restricting any other remedies that the Board may wish to pursue;

xxxvii) erect, place, allow, keep or display signs, billboards, advertising matter, or other notices or displays or any kind on the Common Property including any privacy area assigned to him or in or about any Unit in any manner which make the same visible from the outside of the Unit without the prior written consent of the Board;

xxxviii) enter or use the Project's pond or its adjacent area except as specifically authorized by the Board or it's representatives, and under no circumstances walk into, play in, wade or swim in the pond. Further do not throw, pour, add anything into nor litter in or around the pond or connecting waterway;

xxxix) any infraction by an Owner, Occupant or Tenant of any of the Ironstone Lookout Condominium Corp. bylaws will result in the Board first notifying the Owner, Occupant or Tenant of the infraction via email. If the Owner, Occupant or Tenant does not have email the notice will be delivered via registered mail. The Owner, Occupant or Tenant will also receive a warning stating that in the event of another similar infraction, a fine will then be levied against the Owner, Occupant or Tenant in an amount specified on Schedule 1, Bylaw Infraction Fine Schedule.

(c) An Owner shall ensure that his Occupants or Tenants comply with those requirements that the Owner must comply with under Subsections (a) and (b) hereof, and upon request from the Condominium Corp., obtain from the tenants or have the Manager who rents the Units on behalf of the Owner obtain from the tenants an undertaking, in writing, to the following effect:

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

Including the specific prohibition that a Tenant or Occupant of a Unit is prohibited from keeping or allowing any pet or animal of any kind whatsoever at any time to be in his Unit, on the Common Property or on any Corporation property.

The restrictions in use of Units have the following purposes:

A) to provide for the health and safety of condominium Owners, Occupants and Tenants;

B) to maintain the Common Property and Units in such a manner as to preserve property values; and

C) to develop a sense of community.

AMENDMENT OF BYLAWS

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

CHANGE OF LEGISLATION

62. 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.

MEDIATION AND ARBITRATION

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

GRANT OF EASEMENT OVER COMMON PROPERTY UNITS

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

a) GRANT OF EASEMENT

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

b) EASEMENT IN PERPETUITY

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

c) MUTUAL EASEMENTS

i) In favour of the Owner of every Unit, whether a Residential Unit or a Common Property Unit, and as appurtenant to each Unit, there is implied in respect of each Unit:

(A) an easement for the shelter and/or subjacent and lateral support of the Unit by the Common Property, if any, or by every other Unit capable of affording shelter and/or support; and

(B) easements for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing in the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit.

ii) As against the Owner of every Unit, whether a Residential Unit or the Common Property Unit, there is implied in respect of each Unit:

(A) an easement, to which the Unit is subject, for the shelter and/or subjacent and lateral support of the Common Property, if any, or of every other Unit capable of enjoying shelter and/or support; and

(B) easements, to which the Unit is subject, for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts for the time being existing in the Unit, as appurtenant to the Common Property and/or to every other Unit capable of enjoying those easements.

d) RESTRICTED AREAS

The Owners shall have no rights to:

i) any patio, deck or balcony adjoining a Residential Unit to which exclusive use as a personal outdoor amenity space has been granted to a certain Owner;

ii) an area designated by the Corporation from time to time for exclusive use by any of the Owners for any other purpose; or

iii) areas reserved for exclusive use of the Corporation for the purpose of operating the building in which the Residential Units are located and any amenities or for any other purpose of the Corporation.

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

e) CONSISTENT WITH BYLAWS

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

f) USE LIMITATION

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

EASEMENT RIGHTS

65. Easement rights shall be governed as follows:

a) There is hereby created in respect of each Unit shown in the bare land Condominium Plan and plans of re-division in favour of the Owner of that Unit, and as appurtenant thereto, easements for the provision of water (INCLUDING irrigation water), sewage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television through or by means of any pipes, wires, cables or ducts for the time being existing in the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit;

b) There is created, in respect of each Unit shown in the bare land Condominium Plan and plans of re-division as against the Owner of that Unit, easements to which the Unit is subject for the passage or provisions of water (including irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts appurtenant to the Common Property and also to every other Unit capable of enjoying those easements;

c) The local authority and owner of any utility service who is providing services to the Parcel or to any Unit on it and the Corporation, is entitled to benefit of these easements that are appropriate to the proper provision of service provided but not to the exclusion of any other utility service;

d) All ancillary rights and obligations which are reasonably necessary to make this easement effective, apply in respect of the easements created herein, including the right of an Owner of a dominant tenement to enter a servient tenement to install, maintain, replace, renew or restore anything from which the dominant tenement is entitled to benefit;

e) Any Unit Owner, the Corporation or the local authority shall, in carrying out any operations pursuant to sub clause (d) hereof, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or occupier of a Unit as is reasonably possible and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition;

f) This easement does not affect the ownership or the maintenance obligations of any utility services located within the Parcel. In other words, all utilities are to be treated as if the Parcel was a conventional condominium development;

g) The benefit and the burden of this easement shall run with the Land. “Land” means the Parcel comprised in the Condominium Plan and plans of re-division including all bare land Units and the Common Property;

h) As each of the Units is both a dominant and servient tenement, this Private Utility Easement shall be construed so that each Unit Owner shall have granted this easement in respect of each Unit to the benefit of each Unit Owner in respect of the Parcel save for that Unit;

i) This easement cannot be changed without the express written consent of any utility owner, including but not limited to the Municipality, any communications company and any gas company.

DEVELOPER'S RIGHTS

66. Terms relating to the Developer are as follows:

a) As the Project is to be developed in stages or phases, the following provisions and rules shall apply and govern until the final stage or phase is completed:

i) the Developer shall be responsible for keeping and maintaining the unimproved, undeveloped Units free from debris, weeds and any other unsightly matter;

ii) the Corporation is not required to provide nor shall it be responsible for providing any service or maintenance to any unimproved bare land Unit until completion of construction of a Building thereon by the Developer;

iii) Development of the Units including, but not limited to, design and construction, shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the Residential Units and Buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development until the completion of construction of all redivision units and Buildings thereon. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation, with or without resolution of the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;

iv) no contributions shall be levied against the Developer as the Owner of any redivision unit or bare land unit until after substantial completion of construction of a building or redivision unit thereon and such building or redivision unit is sold for residential purposes. Any such contributions assessed for such undeveloped Units will be refunded or cancelled by the Corporation to the Developer;

v) once the redivision units and the bare land units have been developed, the Developer shall be responsible for installing the fencing, landscaping, walkways and roadways shown on the landscaping plan and the site plan which is of the same nature and quality as that which exists in the developed portion of the Parcel.

b) During such time as the Developer, its successors or assigns is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units and the improvements located thereon, whether owned or leased by it, as display sites and to carry on all sales and leasing functions it considers necessary from such sites including the erecting, placing, hanging, keeping or displaying of signs, billboards, advertising material or marketing notices, all in the discretion of the Developer. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and the right of access to the Common Property and Managed Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the Utilities.

SCHEDULE 1 – BYLAW INFRACTION FINE SCHEDULE

After notification has been served, fines for non-conformance with any bylaw shall be as follows:

1st offence $75.00

2nd offence $150.00

3rd offence.. $225.00

- All fines must be paid within thirty (30) days of issue date. If not paid by this specified date, there will be an additional charge of 15% monthly.
- In terms of escalation, the Board has the authority to levy fines up to $10,000.00 per offence.

SCHEDULE 2 – STANDARD INSURABLE UNIT DESCRIPTION

Applicable to all Residential Classes

CONCRETE

Footings/Foundation

Concrete:	25 MPA, Type 50
Footings:	Continuous concrete to Building Code Specification
Walls:	12” Insulated Concrete Forms with 6.25” interior concrete. 10mm Rebar as per ICF specifications. Damp proofing to Building Code Specification.
Basement Slab:	4: thick (average) over 8” drain rock
Weeping Tile:	4” weeping tile at base of footings covered with 6” washed rock and connected to sump
Tele post Pads:	as per blueprint

Exterior Concrete

Driveway:	exposed aggregate on gravel base / width of garage
Sidewalks:	exposed aggregate from front step connected to driveway
Front Step:	poured in place exposed aggregate
Back Deck:	PWF framing with 2x6 treated wood decking and aluminum rails
Garage Floor:	4” (average) 25 MPA, Type 50 concrete with #10 rebar 24” grids both ways, Combination 4” grid with 6”x6” mesh

FRAMING

Floor System:	Truss joist 19.2 o/c Build up wood beam and bearing walls Subfloor ¾” T & G, OSB ring nailed and glued 3/8” plywood sheeting under tile areas
Wall System:	structure 2x6 KD spruce at 16” o/c exterior walls & plumbing Exterior 3/8” OSB sheeting Interior 2x4 KD spruce at 16” o/c
Roof System:	Structure engineered roof trussed at 24” o/c 7/16” OSB Sheeting strapping 2x4 16” o/c
Garage Walls:	2x6 spruce at 16” o/c
Basement:	As per building codes for undeveloped basement.

SCHEDULE 2 - Standard Insurable Unit Definition

Applicable to all Residential Classes

EXTERIOR DOORS

Metal front door with glass insert/Glass front door side panels.
Metal man door from garage to outside.
Metal man doors with glass insert to deck~~s~~.
Garage door w/garage door opener.

WINDOWS

Double pane PVC casement windows c/w Douglas fir jamb extensions.
Basement: As per building code specifications for undeveloped basement.

EXTERIOR FINISHES

Siding:	Hardi plank
	Smart Trim
	Hardi Shakes
Parging:	Rough all exposed concrete
Front Entrance Pillars:	Stone veneer and cedar
Roof:	Architectural shingles 30 years
Soffit & Fascia:	Prefinished aluminum
Eaves trough:	5” continuous with down spouts

INSULATION

Walls:	R-22 X 1 friction batt c/w mill poly and acoustical caulking as required
Ceilings:	R50
Garage walls:	R-20 X 1 friction batt c/w mill poly and acoustical caulking as required
Basement:	R-28 /Spray foam in box outs.

DRYWALL

Walls:	½” screwed and glued to studs
	Partition double ½” each side
Ceilings:	½” ceiling boards screwed to trusses
	Standard finish / splatter coat
Garage:	½” screwed and glued to studs

PAINT

Exterior:	Complete to trade standards
Interior:	Primer – one coat
	Latex base finish – 2 coats

SCHEDULE 2 - Standard Insurable Unit Definition
Applicable to all Residential Classes

ELECTRICAL

Outlets in conjunction with local & provincial building codes
100-amp service with 32 multi breaker panel
220 Range and Dryer receptacles
GFI protected outlets in bathrooms
Smoke and carbon monoxide detectors as required
Doorbell
2 exterior plugs (weatherproof)
Receptacles and Cover

Telephone:	4 outlets
Cable TV:	4 outlets

Range hood
Bathroom Fans - one per bathroom
Light Fixtures – good quality standard
Furnace Switch
Laundry Room

Basement-	As per building codes for undeveloped basement. 4 lights with pull chain.

HEATING

Furnace:	95% high efficiency gas fired forced air Sizing according to style and size of dwelling
Chimney:	To suit furnace (PVC-Vent)
Fresh Air:	Insulated intake
Venting:	Dryer and bathroom fans vented to the outdoors
Fireplace:	Natural gas fireplace Hearth c/w one row ceramic tile Fir or Cedar Mantel Stone (River Rock) - below mantel to the floor
Basement:	As per building codes for undeveloped basement.

PLUMBING

All plumbing and venting according to building code

Fixtures:	American Standard, Toto or equivalent Color: White
Kitchen Sink:	Double compartment stainless steel
Central Vac:	Roughed in
Faucets:	Grohe

SCHEDULE 2 - Standard Insurable Unit Definition
Applicable to all Residential Classes

PLUMBING

Shower: 4-ball Grohe fixtures
Laundry: Single compartment stainless steel sink.
Hot & cold taps in laundry area.
Washer drain standpipe.
Utility Room: Floor drain
Water Heater: natural gas (40 gal. standard)
Lawn Service: Two non-freeze hose bibs.
Basement: As per building codes for undeveloped basement
3-piece bath rough-in.

INTERIOR FINISHING

Closets

Entrances: Shelf and rod
Linen & Pantry: 4 shelves
Bedrooms: Shelf and rod
Shelving: Metal mesh

Railings/Baseboards

Handrail: Fir
Railing: Paint grade
Spindle: Paint grade
Baseboards: Paint grade

Interior Doors

Passage: Paint grade
Closet: Paint grade
Jambs/Casing: Paint grade
Header Trim: Paint grade

Door Hardware

Door Handles: Oval
Towel Bars: Standard
Paper Holders: Surface

SCHEDULE 2 - Standard Insurable Unit Definition

Applicable to all Residential Classes

Kitchen and Bathroom Cabinets

Standard: Solid maple frame doors with maple panelled inserts/or prefinished 325 textures white melamine components -Good Quality Standard

Countertops

Standard: Flat lay laminate

Ceramic Tiles

Standard: One row around shower stall
One row on vanities backsplash & kitchen backsplash

2 – 4 Piece Bathrooms

Mirrors: In all bathrooms
Standard size (width of vanity to max of 48")
Towel Bars: Standard
Paper Holders: Surface
Shower Rod: Chrome
Main bath: Fibreglass tub and shower enclosure/shower curtain
Ensuite: Wedi system shower w/glass doors

FLOORING

Carpet in bedrooms - 32 oz. standard with Hi-density underlay.
Carpet (same standard as bedroom), laminate or vinyl plank in living room.
Ceramic Tile in entrance, kitchen, dining, laundry, bathrooms.
Carpet on stairs going to the basement.

UNDEVELOPED BASEMENT

Basement development included in the Standard Unit Definition is only what is required by building codes for an undeveloped basement.

POLICY - ANTI-HARASSMENT

a) Ironstone Lookout Condominium Corporation is committed to fostering a harassment-free community and workplace where all employees and residents are treated with respect and dignity as developed by Canadian Human Rights Commission.

Ironstone Lookout Condominium Corp. will not tolerate discriminatory harassment or personal harassment in any interactions between employees or residents at the Ironstone Lookout community.

Under no circumstances will complaints of harassment be dismissed without due consideration and proper investigation.

Ironstone Lookout Condominium Corp. also recognizes that employees and residents may be subjected to harassment by fellow employees, outside stakeholders or fellow residents of the Ironstone Lookout community. In those circumstances, the Ironstone Lookout Condominium Corp. acknowledges the responsibility to support and assist persons subjected to such harassment.

The Ironstone Lookout Condominium Board of Directors are committed to the effective implementation and administration to fulfill the practices set out in the Anti-Harassment Policy.

b.) Definition

Harassment is unwanted conduct, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that individual.

Personal harassment — may take many forms, for example, behaviours, words, or actions and can consist of a single incident or several incidents over a period of time.

Also, behaviours, described by the law as matters of 'nuisance' are subject to review by the Ironstone Lookout Condominium Board. These behaviors offend because of noise, vibration, smells or other intangible causes.

An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:

i. Causes a nuisance or hazard to another person or
ii. causes unreasonable noise or
iii. Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot.

c.) Condominium background

Condominium legislation intends community living in which the best interests of all the owners is considered collectively; and the courts have set an expectation that decisions should be made to provide the greatest good for the greatest number of residents.

d.) Prohibited harassment

Personal harassment prohibited by this Policy is inappropriate conduct or comment that meets the following three criteria:

i. May or may not be intended to cause harm to the recipient(s); and
ii. Has a clear and demonstrably negative effect on the complainant; and
iii. Would reasonably be known or expected to be offensive, humiliating, or intimidating to the recipient(s).

Prohibited harassment includes conduct such as:

i. Verbal conduct such as threats, derogatory comments, or slurs;
ii. Physical conduct such as being present in an individual's home, office, area immediately adjoining a home, any common area or workspace when the harasser has been asked to leave, or is blocking normal movement;

e.) Action to be taken by the condominium board

1. A complaint must be received by the board, and where possible the complaint should include the name(s) of the individual(s) accused and a description of the incident(s), including the conduct or comment(s), place(s), date(s) and time(s).
2. A letter/notice must be delivered to the accused and will provide the complainant's name, and information in the complaint, and be given an opportunity to answer the complaint.
3. The condominium board will review the complaint and the respondent's answer to the complaint.
4. If it is found that the respondent exhibited any one of the Prohibited Conducts listed above, the local authorities will be requested to investigate the complaint with the individual(s) noted in the complaint.
5. The Board will notify the aggrieved party of the findings of the local authorities.
6. All the above will be kept on file in the condominium records for a period of two years.