<u>RENAISSANCE OF CLARESHOLM</u>

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 891 0978

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS SET OUT IN SCHEDULE 4 OF THE CONDOMINIUM PROPERTY REGULATION TO THE *CONDOMINIUM PROPERTY ACT*.

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

NOTE: These Bylaws have been passed by The Owners: Condominium Plan No. 891 0978 for the purpose of repealing, substituting and replacing the Bylaws set out in Schedule 4 of the Condominium Property Regulation to the *Condominium Property Act*, being Chapter C-22 of the Revised Statues of Alberta, 2000, and any amendments thereto.

I. <u>DEFINITIONS AND INTERPRETATION</u>

1. <u>DEFINITIONS</u>

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

(a) "<u>Act</u>" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;

(b) "<u>Board</u>" means the Board of Directors of the Corporation;

(c) "<u>Bylaws</u>" means the Bylaws of the Corporation, as amended from time to time;

(d) "<u>Capital Replacement Reserve Fund</u>" 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;

(e) "<u>Common Expenses</u>" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;

(f) "<u>Common Property</u>" means the parts of the Parcel that do not form part of any Unit shown on the Condominium Plan, being all areas outside of buildings, including Privacy Areas;

(g) "<u>Condominium Plan</u>" means the Condominium Plan registered under the Act as Plan No. 891 0978;

(h) "<u>Corporation</u>" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "The Owners: Condominium Plan No. 891 0978";

(i) "<u>Emergency Situation</u>" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;

(j) "<u>General Meeting</u>" includes both annual and special General Meetings and means those meetings, held upon notice to all Owners, at which all such Owners or their proxies are entitled to be present, and if qualified, to vote:

(k) "<u>Improvements and Betterments</u>" means those enhancements, renovations or modifications to the Unit during construction by the builder or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original builder;

(l) "<u>Insurance Trustee</u>" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee;

(m) "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;

(n) "Manager" means any condominium property manager contractually appointed by the Board;

(o) "Municipality" or "Municipal" means the Town of Claresholm;

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

(q) "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;

(r) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 62, that term includes a tenant;

(s) "Parcel" means the land comprised in the Condominium Plan;

(t) "Privacy Area(s)" means any area granted to an Owner pursuant to Bylaw 58;

(u) "Private Motor Vehicle" means cars, light trucks up to one (1) ton size, minivans, motorcycles and sport utility vehicles;

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

(w) "Regulation" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;

(x) "Special Business" means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws. Special Business may or may not require to be passed by a Special Resolution;

(y) "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;

(z) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not they are legally married;

(aa) "Standard Insurable Unit Description" or "SIUD" means a description as adopted by the Corporation under the Regulations, of standard fixtures and finishing in a Unit or a class of Units, which are to be insured by the Corporation;

(bb) "Unit" means a space situated within a building and described as a Unit in the Condominium Plan by reference to floors, walls and ceilings within the building and shall include for the purposes of these Bylaws:

(i) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple or any substance used in lieu installed throughout the total Unit;

(ii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood look-alikes;

(iii) concrete basement floors;

(iv) all window screens, screen doors and storm doors;

(v) all non-load bearing partitions, including their studs;

(vi) all items not necessarily common to all Units including, but not limited to, intercommunication systems, security systems, and air-conditioning systems;

(vii) all Unit heating, electrical and natural gas appliances and fixtures;

(viii) all Unit plumbing, including pipes and fixtures inside the interior finishing of the exterior walls, floors or ceilings of a Unit, including, but not limited to:

A) bathroom fixtures such as baths, showers, toilets, sinks and fans;

B) plumbing traps and drains;

C) kitchen sink and pipes under sink;

D) all water taps;

E) in-suite laundry facilities; and

F) the Unit shut-off valve;

(ix) all electrical wiring, receptacles and the electrical panel in the Unit; and

(x) any Unit natural gas lines, valves and other controls;

(cc) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan; and

(dd) "Utilities" means all shallow and deep Utilities as are installed for the use and enjoyment of the Units including, but not limited to, all mains, pipes, wires, sewers, ducts and cables related to the provision of all common sewage, water, sanitation, gas, electrical transmission, telephone, telecommunication and cable television facilities to the Units.

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

2. MISCELLANEOUS PROVISIONS

In addition:

(a) Headings

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

(b) Rights of the Corporation and Owners

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

(c) Conflict with Act

If there is any conflict between 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 anything to which such repair could be made.

II. THE OWNERS

3. DUTIES OF THE OWNERS

An Owner SHALL:

(a) permit the Corporation and its agents at all reasonable times and on a minimum of twenty-four (24) hours’ written notice (except in case of an Emergency Situation when no notice is required), subject always to the Act, to enter his Unit for the purpose of:

(i) inspecting the Unit;

(ii) maintaining, repairing, renewing or replacing all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities for the time being existing in the Unit and used or capable of being used in connection with the enjoyment of any other Unit or Common Property;

(iii) maintaining, repairing, renewing or replacing the Common Property;

(iv) ensuring that the Bylaws are being observed;

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

(vi) gaining access to meters and/or valves relating to any Utility.

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

(b) forthwith:

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

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

(c) duly and properly repair, maintain and replace (when required) at the expense of the Owner (and subject to the prior written approval of the Corporation as to the type and specifications for any exterior alterations, including, but not limited to, screen doors, storm doors, window and door hardware, Owner-initiated improvements or installations, doorbell buttons or air-conditioning equipment):

(i) the interior of the Unit inwards including the interior finishing of the floors, walls and ceilings, and all fixtures, improvements and additions thereto;

(ii) concrete basement floors;

(iii) with regards to windows and doors:

A) all windows located on the interior walls of a Unit, all window screens and hardware (including latches, cranks and hinges), and any adjustments thereto;

B) all doors located on the interior walls of a Unit, screen doors, storm doors and all door hardware (including hinges, knobs, locking devices and security viewers), and any adjustments thereto;

C) interior trim and mouldings of all windows and doors including interior caulking, painting, weather stripping and weather seals;

D) Owners shall paint the interior surface of Unit access doors and the Corporation shall paint the exterior surface of Unit access doors and all exterior window and door trim; and

E) Owners shall wash, as required, the interior and exterior surface of all windows and doors;

(iv) the furnace, hot water tank, any water softener, any humidifier, ducting, all appliances and all thermostats in the Unit;

(v) all drains, taps, sinks, toilets, showers, bathtubs and domestic water lines inside the interior finishing of the exterior walls, floors or ceilings of a Unit up to and including the Unit shut-off valve;

(vi) all Utilities inside the interior finishing of the exterior walls, floors or ceilings of a Unit, including electrical services inside the Unit to, and including, the Unit circuit breaker box;

(vii) adequate smoke and CO detectors with live batteries;

(viii) dryer vents, pipes, and hardware;

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

(x) doorbells and doorbell buttons;

(xi) any interior wall, ceiling mounted or external air-conditioning equipment that provides cooled air to his Unit installed by or at the request of an Owner after obtaining written approval of the Board;

(xii) any Owner-initiated improvements to any Common Property adjacent to the Unit;

(xiii) exterior electrical outlets and exterior water taps on the Unit, including appropriate winterization of water taps; and

(xiv) all electrical, electronic and mechanical devices which are mounted or located on the interior of the Unit for his own use entirely including, but not limited to, components of security systems;

and keep the Owner's Unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

(d) on a day to day basis, maintain and keep in a neat, clean and tidy state and appearance, consistent with and in total integrity with the balance of the Project, any Privacy Area (and the watering and maintaining of any Owner-initiated plants or decoration) which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58. If the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply;

(e) not paint the exterior of the Unit, any building or Common Property, nor make any repairs, additions or alterations to the exterior of the Unit, any building, or Common Property, nor make any alterations to the common plumbing, common mechanical or common electrical systems within his Unit which may affect another Unit or Common Property without first obtaining the written consent of the Board;

(f) 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;

(g) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause any insurance maintained by the Corporation to be cancelled, declined or its premium rates increased or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;

(h) notify the Corporation forthwith upon any change of Owner contact information, ownership, occupancy or of any mortgage, lease or other dealing in connection with his Unit;

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

(j) pay to the Corporation (or, if requested, to the Manager) when due all contributions levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;

(k) pay to the Corporation all legal expenses incurred as a result of it having to address a violation or infraction of the Bylaws or the Act, both before and after commencement of any enforcement proceedings if necessary, or to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on a solicitor and his own client full indemnification basis;

(l) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the building, Common Property or any Unit caused by or aggravated by, such Owner, his Occupants or invitees or originating from the Unit of such Owner, or by any default under these Bylaws by such Owner, his Occupants or invitees (regardless of whether an insurance claim is made by the Corporation or not);

(m) carry a condominium Unit Owner's insurance policy in accordance with Bylaw 46 and in consultation with his professional insurance provider;

(n) if requested by the Corporation, an Owner shall provide pre-authorized debit information and subscribe to an automated debit service, or provide twelve (12) post-dated cheques for the payment of such instalments for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;

(o) pay to the Corporation, on demand, any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner or any returned automatic bank debit;

(p) refrain from any activity on any Unit or Common Property which would in any way compromise the integrity of the buildings and their structures and any waterproofing and weather proofing membranes of the Unit or Common Property. Without restricting the generality of the foregoing, no gardens, lawns, planter boxes or other objects including furniture of a weight or size which may damage said surfaces or drainage may be placed or planted under any circumstances;

(q) if an Owner wishes the Corporation to respond to suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to respond to any suggestion, complaint or question that is not in writing and properly submitted to the Manager;

(r) be financially responsible for any damage or costs related to forcible entry into the Unit by the Corporation or any of its servants, agents or licensees in the event of their having to attend to an Emergency Situation requiring protection of the property of other Owners and/or the Corporation, as the case may be;

(s) be deemed to have consented to the use of security camera and surveillance equipment in the Project to be used by the Board as reasonably required to enforce Bylaws and efficiently manage the Project; and

(t) not unreasonably interfere with the lawful activities of the Board or the Corporation.

III. THE CORPORATION

4. DUTIES OF THE CORPORATION

In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board SHALL:

(a) control, manage, maintain, repair, 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 uphold these Bylaws;

(c) maintain, repair and replace (INCLUDING renewal where reasonably necessary):

(i) all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities existing in the Parcel and capable of being used in connection with the enjoyment of more than one (1) Unit or Common Property; and

(ii) all Utilities on Common Property and Utilities outside the interior finishing of the exterior walls, floors or ceilings of a Unit;

(d) maintain, repair and replace (subject to any obligations imposed by these Bylaws or by the Corporation upon any Owners to care for and maintain any part of their Unit, the Common Property or any Privacy Area to which such Owners are granted exclusive right of use):

(i) the exterior or outside surfaces of the buildings comprising the Units (EXCEPT to the extent the Owner is required to repair and maintain under Bylaw 3(c)) including:

A) exterior cladding, roofs and roofing materials, eavestroughs, soffits, downspouts, exterior drains, exterior beams, foundations (excluding concrete basement floors);

B) all windows and doors on exterior walls of the Units (including basement windows and the glazing, frames, and the exterior casing and mouldings of all exterior windows and doors);

C) painting of the exterior surface finishing of Unit access doors;

D) any exterior caulking and repair of any leakage around windows and doors; and

E) exterior trim of windows and doors, including painting thereof;

(ii) any venting on the roof;

(iii) attic insulation;

(iv) house numbers, mailboxes and light fixtures attached to the exterior of the Unit (excluding their bulbs);

(v) front steps and landings;

(vi) rear walkways, steps, landings, patios, fencing and gates;

(vii) all common landscaped areas, exterior concrete walkways and parking areas;

(viii) all common Utility services within, on, in, under or through the Units and Common Property, including any underground sprinkler system; and

(ix) 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 58;

(e) 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, provide to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;

(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, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta treasury branch or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;

(g) subject always to and in accordance with the Act and any Regulation:

(i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair and prudent. It shall be used (and reasonably expected to provide sufficient funds) to pay for major repairs and replacements of:

A) any portions of the Units for which the Corporation is responsible;

B) any real and personal property owned by the Corporation; and

C) the Common Property;

where the repair or replacement is of a nature that does not occur annually. Funds from the Capital Replacement Reserve Fund may be used for the required report prepared by an expert examining the conditions of the property set forth in subparagraph (i) above;

(ii) maintain such funds in separate deemed trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;

(iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the reserve fund report 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;

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

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

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

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

D) the amount of the reserve fund projected for the current fiscal year;

E) total payments by ordinary or special resolutions into, and payments out of, the reserve fund for the current fiscal year; and

F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;

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

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

(vii) within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the request, at his own expense, a copy of the most recent reserve fund report, reserve fund plan or annual report;

(h) 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;

(i) clear snow, slush and debris from front walkways and landings, and keep and maintain in reasonably good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic, and mow all grassed or landscaped areas and maintain all fencing on the Common Property PROVIDED THAT the general cleaning and day to day maintenance of any Privacy Area designated to an Owner under Bylaw 5 or Bylaw 58 shall be the prime responsibility of the Owner to whom such Privacy Area has been assigned;

(j) provide adequate garbage, recycling and/or organic materials bins and enclosures and provide for collection therefrom if the Municipality does not;

(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 16.1 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, Municipality or local authority;

(m) establish, maintain and replace, at the discretion of the Board, lawns, trees and shrubs and other landscaping on the Common Property;

(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, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner; and

(o) repair, replace and maintain windows and doors on the exterior walls of the Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner.

5. POWERS OF THE CORPORATION

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

(a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;

(b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the Corporation's revenues as set out in the most recent financial statements of the Corporation has been approved by Special Resolution;

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

(d) invest as it may determine any contributions toward the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;

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

(f) 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 terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;

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

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

(i) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units **[NTD: Or equally?]** or as otherwise set forth herein;

(j) charge interest under Section 39 and Section 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;

(k) 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;

(l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of any unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;

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

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

(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.

IV. BOARD MEETINGS

6. THE CORPORATION AND THE BOARD

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

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

(a) The Board shall consist of not fewer than three (3) nor more than five (5) 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 ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board.

(b) A Board member must be eighteen (18) years of age or older.

(c) Only one (1) Owner or their Spouse in respect of a Unit may sit on the Board at any point in time.

(d) Every member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related, not be present for the discussion and refrain from voting on such matter of conflict.

(e) Every member of the Board shall:

   (i) exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view to the best interests of the Corporation; and

   (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(f) An individual who ceases to be a Board member or officer of the Corporation shall return all Corporation property and documents to the Corporation within fourteen (14) days after ceasing to be a Board member or officer.

(g) Current and former Board members and officers of the Corporation shall not share confidential information with any other person ("confidential information" includes, but is not limited to, deliberations of Board members, statements made by Board members at meetings, matters pertaining to specific Owners and any communication from an Owner to the Board).

(h) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board.

8. TERM OF OFFICE AND RETIREMENT FROM BOARD

A Board member shall be elected for a one (1) year term, which expires at the next annual General Meeting. At each annual General Meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

9. ELIGIBILITY FOR ELECTION OR RE-ELECTION TO BOARD

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

10. REMOVAL FROM BOARD

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

11. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7. Such appointed member shall have the same rights and responsibilities as duly elected Board members.

12. QUORUM FOR BOARD

A quorum of the Board is a majority of Board members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

13. OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each annual General Meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual General Meeting of the Corporation or until their successors are appointed. The President shall be the Chairperson of the Board and shall have a casting vote to break a tie in addition to his original vote. A person ceases to be an officer of the Corporation if 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.

14. CHAIRPERSON OF BOARD MEETINGS

The President shall act as Chairperson of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting. 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. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members and invitees of the Board.

15. DUTIES OF OFFICERS

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

16. VOTES OF BOARD

Voting by Board members shall be governed as follows:

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

(b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

(c) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board.

(d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, he must disclose his interest, not be present for the discussion and refrain from voting on such agreement or transaction and shall not be counted when determining whether a quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act.

(e) All Board meetings shall be conducted according to the rules of procedure adopted by the Board.

17. FURTHER POWERS OF BOARD

The Board MAY:

(a) meet together for the conduct of business (including by telephone or by way of electronic means as approved by the Board, provided that such attendance is ratified at the subsequent meeting), adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a proposed meeting, specifying the reason for calling the meeting, provided that the Board shall meet at the call of the President on such notice as may be specified 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 legally 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 agent for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide, SUBJECT ALWAYS to the control and direction of the Corporation and the Board, with such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good, timely and sufficient fashion. Under such contract, if a Manager handles money for the Corporation, the contract shall require the Manager to arrange crime coverage/fidelity bond insurance under the Corporation's insurance policy to protect the Corporation. The fidelity bond is then owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall cover malfeasance by a Manager, the directors and officers, or its employees and shall be in the amount required by the Corporation but in any event at least the sum of:

(i) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and

(ii) the maximum balance of the operating account during the previous twelve (12) month period;

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

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

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

18. <u>ADDITIONAL DUTIES OF THE BOARD</u>

The Board SHALL:

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

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

(c) cause minutes to be kept of General Meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners or their agents and to mortgagees who have notified their interests to the Corporation;

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

(e) deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation within three (3) banking days of receipt and all money paid to the Corporation is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;

(f) keep all such trust money intact and not withdraw, convert, direct, borrow or commingle such money with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board;

(g) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation. Such financial statements shall be prepared in accordance with generally accepted accounting principles;

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

(i) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;

(j) at least once a year, cause the books and accounts of the Corporation to be audited, reviewed or compiled by an independent Chartered Professional Accountant to be selected at each annual General Meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited, reviewed or compiled Financial Statements of the receipts of contributions of all Owners toward the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report, a Review Engagement Report or a Notice to Reader Report within one hundred and twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor, reviewer or compiler shall be submitted to each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;

(k) keep a register noting the names, addresses and telephone numbers of all Owners and any mortgagees who have given notice of their interests to the Corporation;

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

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

(n) promptly following a change in the membership of the Board, a change in the name of a member of the Board, or a change in the address of a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the change;

(o) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation;

(p) upon request and if required by the Canada Revenue Agency, file or cause to be filed a Statement of G.S.T., a corporate tax return and/or an updated annual non-profit information return for the Corporation;

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

(i) the particulars of:

A) any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;

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

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

(ii) a statement setting out the amount of the Capital Replacement Reserve Fund;

(iii) a statement setting out the amount of the contributions and the basis on which that amount was determined;

(iv) a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included on the Condominium Plan;

(v) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;

(vi) the particulars or a copy of any subsisting or prior management agreement;

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

(viii) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the condominium plan;

(ix) a copy of the budget of the Corporation;

(x) a copy of the annual financial statements;

(xi) a copy of the Bylaws;

(xii) in respect of a particular fiscal year, a copy of:

A) all approved minutes (of proceedings) of all General Meetings of the Corporation, if available;

B) draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least 30 days before the date of the request; and

C) approved minutes of board meetings;

(xiii) a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;

(xiv) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a parking area or storage area;

(xv) a consolidation of all the rules made by the Corporation under section 32.1 of the Act;

(xvi) a list of the names and addresses for service of the members of the Board;

(xvii) the text of Ordinary and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;

(xviii) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;

(xix) copies of insurance certificates held by the Corporation;

(xx) copies of policies of insurance held by the Corporation;

(xxi) the current Standard Insurable Unit Description for the Units; and

(xxii) copies of reserve fund plans, reserve fund reports and annual reports.

Additionally:

(r) the Corporation may provide any prescribed information requested under this Bylaw in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form.

(s) the Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, or making the books of account available for inspection, shall be entitled to charge fees for the production thereof in accordance with the Regulation, or for making the books of account available for inspection.

19. DEFECTS IN ELECTION OR APPOINTMENT TO BOARD

All acts done in good faith by the Board are, notwithstanding it be afterwards discovered that there was some defect in the election, appointment or continuance in office of any member of the Board, as valid as if the member had been duly elected, appointed or had duly continued in office.

20. VACATING OFFICE OF BOARD MEMBER

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

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

(b) dies;

(c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner;

(d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;

(e) is more than sixty (60) days in default of any obligation owing to the Corporation in respect of the Owner's Unit or Common Property;

(f) or company, in the case of a company which is a member of the Board, is in arrears as set forth in subparagraph (c), (d) or (e) above, makes an assignment for the benefit of creditors, or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;

(g) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;

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

(i) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than two (2) years;

(j) attends any Board meeting while intoxicated by alcohol or incapacitated by drugs or other substances;

(k) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;

(l) ceases to qualify for membership pursuant to Bylaw 7;

(m) is refused bonding, at a reasonable premium, by a recognized bonding institution;

(n) or Spouse of the member, commences any legal proceedings against the Board or the Corporation;

(o) violates any code of conduct or privacy policy as established by the Board; or

(p) violates or defaults under any Bylaw and has failed to remedy such violation or default after three (3) days' notice to do so from the Board, or such longer date as may be specified in said notice.

21. SIGNING AUTHORITIES

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

22. CORPORATE SEAL

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

V. OWNERS' MEETINGS

23. GENERAL MEETINGS

Not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. General Meetings shall be held within the Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location, or, alternatively, may be convened by the Board by electronic means in accordance with the Act.

24. SPECIAL GENERAL MEETINGS

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

25. CONVENING SPECIAL GENERAL MEETINGS

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

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

(b) from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors; or

(c) from a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

convene a special General Meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

26. NOTICE OF GENERAL MEETINGS

Notices of General Meetings shall be as follows:

(a) a minimum of fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting, and in the case of Special Business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation;

(b) notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat; and

(c) in computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

(a) all business that is transacted at any annual or special General Meeting with the exception of the election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors, and resignation and election of members to the Board, shall be deemed Special Business;

(b) the nature of such Special Business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;

(c) items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;

(d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board, and may be held by electronic means, at the Board's discretion;

(e) a person attending a General Meeting by electronic means who is entitled to vote at the meeting may vote by electronic means that the Corporation has made available for that purpose, and is deemed to be present in person at the General Meeting;

(f) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum; and

(g) within sixty (60) days after an annual General Meeting, the Corporation shall provide to any Owner or mortgagee who has given notice to the Corporation the approved or draft minutes of the annual General Meeting.

28. QUORUM FOR GENERAL MEETINGS

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

29. ADJOURNMENT FOR LACK OF QUORUM

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

Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum. If within fifteen (15) minutes from the time appointed for a special General Meeting a quorum is not present, the meeting shall be at an end and no business shall be transacted.

30. CHAIRPERSON FOR GENERAL MEETINGS

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

31. ORDER OF BUSINESS FOR GENERAL MEETINGS

The order of business at General Meetings, and as far as is appropriate at all special General Meetings, shall be:

(a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairperson of the meeting;

(b) call to order by the Chairperson, certifying proxies and establish quorum;

(c) proof of notice of meeting or waiver of notice;

(d) approval of any unapproved minutes of General Meetings;

(e) reports of officers;

(f) reports of committees (if any);

(g) financial report;

(h) appointment of auditors;

(i) unfinished business;

(j) resignation of Board members;

(k) motion confirming number of Board members;

(l) election of Board members;

(m) new business; and

(n) adjournment.

VI. VOTING

32. VOTING AT A GENERAL MEETING

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 Chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

33. POLL VOTES

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

34. VOTING CALCULATION

Voting calculation shall be as follows:

(a) On a show of hands, each Unit is entitled to one vote.

(b) On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.

(c) Notwithstanding anything to the contrary herein contained, the Chairperson, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.

(d) An Owner has the right to vote with respect to each Unit owned and where required, the right to vote the Unit Factors for each Unit owned.

35. VOTES PERSONALLY OR BY PROXY

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

36. PROXIES

An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be an Owner. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner.

37. ELIGIBILITY TO VOTE

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

38. VOTE BY CO-OWNERS

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

(a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.

(b) On any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

39. RESOLUTION OF THE OWNERS

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

40. SUCCESSIVE INTERESTS

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

41. TRUSTEE VOTE

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

42. VOTING RIGHTS OF MORTGAGEE

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

VII. BYLAW ENFORCEMENT

43. VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

(a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within three (3) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate) may be corrected, remedied or cured by the Corporation. Any costs or expenses incurred or expended by the Corporation including legal costs on a solicitor and his own client full indemnification basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.

(b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any infraction or violation of the Bylaws or any rules or regulations established pursuant to these Bylaws by the Owner, his servants, agents, licensees, invitees or tenants, for which three (3) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal costs on a solicitor and his own client full indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

(c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, the time specified shall be no earlier than three (3) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the initial monetary sanction to be up to Five Hundred ($500.00) Dollars with a subsequent monetary sanction of up to One Thousand ($1,000.00) Dollars to a total maximum amount of Five Hundred ($500.00) Dollars for the first week for the first instance of non-compliance, and One Thousand ($1,000.00) Dollars for each subsequent week or each week of any subsequent non-compliance (or such greater or lesser amount as may be permitted by the Act or Regulations thereto), to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate. The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.

(d) Where a person fails to abide by a sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.

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

(f) Any member of the Board or employee of the Corporation who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 62.C may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Parcel in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The vehicle owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the Project by such towing, or to such vehicle while on the Parcel or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Project by such violation.

44. <u>MEDIATION AND ARBITRATION</u>

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.

VIII. <u>DAMAGE AND INSURANCE</u>

45. <u>DAMAGE OR DESTRUCTION</u>

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

(a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene a special General Meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given to all Owners and mortgagees who have given notice.

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

(c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board may on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to 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) and the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.

(d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any 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 Owner.

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

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

(g) Notwithstanding anything to the contrary herein expressed or implied:

(i) each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit, or the Common Property by:

A) themself;

B) members of their family;

C) their tenants or members of their families;

D) their invitees and contractors or licensees;

E) their pets; or

F) non-reporting of any damage to or repair or maintenance required that, if not repaired, remedied or rectified, may result in further damage to or further repair or maintenance required to any Unit or Common Property for which the Corporation is responsible;

that are not required by these Bylaws to be insured against by the Corporation (or are in fact insured against by the Corporation, whether required or not).

(ii) The Corporation shall repair such damage to the Unit (for which the Corporation is responsible to repair) or Common Property in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

46. INSURANCE

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

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

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

A) all of the insurable Common Property;

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

C) all of the Units, to the standard Unit as determined by the most recently approved SIUD, including all buildings (BUT EXCLUDING all Improvements and Betterments made to the Units, all furnishings, all appliances that are not affixed to the Unit, and all other personal property of each Owner whether or not installed in the Unit);

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

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

1) all Owners from time to time;

2) all mortgagees who have given written notice 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;

(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 deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;

(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 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

EACH OWNER IS RESPONSIBLE TO INSURE ANY IMPROVEMENTS AND BETTERMENTS TO THEIR UNIT, ALL FURNISHINGS, ALL APPLIANCES THAT ARE NOT AFFIXED TO THE UNIT, ALL PERSONAL PROPERTY AND ANY RENTAL REVENUE.

(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;

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

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

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

(c) Not less than every three (3) years, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall, upon request, be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required.

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

(g) Owners shall carry insurance with respect to deductibles payable to the Corporation in an amount not less than the Corporation's insurance deductible.

(h) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that:

(i) an Owner (or members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the potential claim; or

(ii) the loss or damage or the cause of the loss or damage that gave rise to the claim or the potential claim originated from the Owner's Unit;

the Corporation may recover the deductible portion of the claim and any other losses or damages incurred by the Corporation (whether a claim is made or not) from that Owner 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.

IX. COMMON EXPENSES AND PAYMENTS

47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

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

(a) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units **[NTD: Or equally?]** or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:

(i) all levies or charges on account of any garbage, recycling and/or organic materials removal, electricity, water, sewer, gas and fuel services and television antenna, cable or internet services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;

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

(iii) all charges for cleaning or sweeping of parking areas, lawn maintenance and landscaping and for debris removal from Common Property not designated as a Privacy Area and snow removal from the Common Property which is the responsibility of the Corporation;

(iv) all charges on account of lighting standards, poles and fixtures situated on Common Property (except bulbs in light fixtures attached to the exterior of each Unit);

(v) all charges on account of maintenance for those portions of 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 (including any replacement value appraisal or update required) 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, improvement, operation, repair, replacement or restoration of any Unit for which it is responsible or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless the amount is charged back to an Owner under Bylaw 45 or 46;

(ix) all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal, accounting, auditing and engineering, all replacement reserve fund studies, reserve funds reports, including all fees and disbursements related to any such services;

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

(xi) all costs of maintenance of the exterior walls, roof and other structural components of the buildings;

(xii) the cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;

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

(xiv) the allocable or *pro rata* portion of the cost of any electricity or water taken from any exterior electrical outlet or tap which is billed directly to an Owner by the provider of such electricity or water and which is used by the Corporation for purposes of operating or maintaining Common Property; and

(xv) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation.

(b) At least thirty (30) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of his Unit or to such other address as notified to the Manager or the Corporation:

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

(ii) a notice of the assessment for its contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors **[NTD: Or equally?]** for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:

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

B) any expenses that relate directly and solely to the maintenance, improvement, operation, repair, replacement 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, improvement, operation, repair, replacement or restoration, as the Board may determine.

(c) The Board may assess against any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner of assessment shall be notified to the Owner or Owners being assessed without limiting the generality of the foregoing, allocation and assessment of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.

(d) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles, and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may include a reasonable provision for contingencies and shall include a reasonable provision for the Capital Replacement Reserve Fund.

(e) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation 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. At least annually, the Board shall pass a resolution and transfer the required funds from its operating account into the Capital Replacement Reserve Fund account.

(f) Each Owner’s contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments, payable in advance on the first day of each month, the first instalment to be made on the first day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.

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

(h) The Corporation shall, on the application of an Owner or any person authorized in writing by him, 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.

(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 levies, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.

48. SPECIAL LEVIES

The following provisions apply:

(a) The Board may, by resolution, assess and collect a special contribution or contributions (a "special levy") against each Unit to raise money:

(i) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the Corporation or Common Property;

(ii) to cover unexpected shortfalls in the operating account;

(iii) to increase the balance of the reserve fund to meet the requirements in a reserve fund plan required under the Regulations;

(iv) subject to subparagraph (c) of this Bylaw, for the payment of a capital improvement;

(v) to satisfy a judgment against the Corporation; or

(vi) for any other purpose provided for in the Regulation.

(b) A resolution of the Board to approve a special levy must set out the following:

(i) the purpose of the special levy;

(ii) the total amount to be levied;

(iii) either:

A) the method of determining each Unit's proportionate share of the special levy by Unit Factor; or

B) if provided for in the Bylaws, on a basis other than in proportion to the Unit Factors of the Owners' respective Units;

(iv) the date by which the special levy is to be paid or, if the special levy is payable in installments, the dates by which the installments are to be paid.

(c) If the purpose of the special levy is for the making of a capital improvement, a Special Resolution is required before the Board may approve the special levy.

(d) As soon as possible after the passing of a resolution referred to in Bylaw 48(a) above, the Board must inform each Owner of the following:

(i) the purpose of the special levy;

(ii) the total amount to be levied;

(iii) the method of determining each Unit's proportionate share of the special levy;

(iv) the amount of the Owner's Unit's share of the levy; and

(v) the date by which the special levy is to be paid or, if the special levy is payable in installments, the dates by which the installments are to be paid.

(e) If the amount collected exceeds the amount required or for any other reason is not fully used for the purpose set out in the resolution referred to in Bylaw 48(a) above, the Corporation must pay the money into the Capital Replacement Reserve Fund.

(f) All such special levies shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

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

Default of contributions, assessments, special levies, instalments, payments, and liens for unpaid contributions, assessments, special levies, instalments and payments shall be governed by the following terms:

(a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner in a Unit for any unpaid contribution, assessment, special levy, instalment or payment due to the Corporation. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, special levy, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, special levy, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, special levy, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, special levies, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity from time to time including the recovery by the Corporation of its legal fees and disbursements, on a solicitor and his own client full indemnification basis from such defaulting Owner.

(b) The Owners acknowledge and agree that amounts payable other than equally in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a solicitor and his own client full indemnification basis and administrative expenses and fees (including NSF charges or any returned automatic bank debit) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, special levies, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than equally or in proportion to the Unit Factors of the Owner's respective Unit pursuant to Sections 39(1)(a)(ii) and 39.1(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special levies, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid.

(c) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, special levy, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.

(d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, special levy, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same.

(e) The Owners specifically acknowledge and agree that in so far as liens, claims or charges for unpaid contributions, assessments, special levies, instalments or payments arise they shall specifically extend the statutory limitation periods as prescribed by law in the Province of Alberta, including, but not limited, to those prescribed under the *Limitations Act*, R.S.A. 2000, c. L-12, as amended or replaced from time to time, to a period of 10 years.

(f) In the event of any assessment or levy against a Unit or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, special levies, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, special levies, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee.

(g) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING legal costs on a solicitor and his own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws, or any rules or regulations established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation.

X. <u>MISCELLANEOUS</u>

50. <u>ESTOPPEL CERTIFICATE</u>

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

51. <u>LEASING OF UNITS</u>

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

(a) In the event that any Owner desires to lease or rent his Unit, or a portion thereof, the Owner shall:

(i) give written notice to the Corporation of the Owner’s intent to lease or rent the Unit and the term of the rental or lease, and provide the Corporation with:

A) the address at which the Owner may be served with any notice given by the Corporation; and

B) the name, telephone contact information, electronic mail address and the make, model and license plate number of the vehicle for the tenant or proposed tenant;

(ii) provide the tenant with a copy of the Bylaws, and provide to the Corporation an undertaking, in form satisfactory to the Corporation as set forth in Bylaw 62.E and signed by the proposed tenant or Occupant, that the proposed tenant or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. If requested by the Board, the tenant must provide to the Board a certificate of insurance evidencing existence of a tenant's insurance policy within twenty (20) days of occupancy. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed tenant or Occupant with respect to such obligations.

(b) The Corporation IS HEREBY AUTHORIZED TO:

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

(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.

(c) No tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit 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 shall be deemed to be a rental payment made to the Owner.

52. SEVERABILITY

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.

53. NOTICES

The following provisions apply:

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

(i) personally delivered to the recipient;

(ii) sent by ordinary or recorded mail to:

A) the address shown on the Certificate of Title to the Unit at the Land Titles Office;

B) an alternative address for service provided by the Owner to the Corporation;

C) the Corporation at its address for service shown on the Condominium Plan; or

D) a mortgagee at its address supplied to the Corporation;

(iii) delivered by electronic mail to an electronic address provided to the Corporation by an Owner.

(b) Service of any notice referred to in these Bylaws is deemed to have been effected:

(i) upon the date of delivery if done personally;

(ii) on the date on which acknowledgement of receipt of recorded mail is signed;

(iii) seven (7) days after the date on which the document is sent by ordinary mail; or

(iv) twenty-four (24) hours after the document is sent by electronic means.

(c) An Owner or a mortgagee shall advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

54. NOTICE OF DEFAULT TO MORTGAGEES

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of ninety (90) days.

55. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets (if any) shall be distributed to the Owners in proportion to their Unit Factors for their respective Units **[NTD: Or equally?]** or otherwise in accordance with the principles set forth in Bylaw 47(b)(ii) or Bylaw 47(c), subject to the interests of any mortgagees.

56. COMPANY WHICH IS MEMBER OF BOARD

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

57. ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two (2) votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

58. PRIVACY AREAS AND PARKING AREAS

Privacy areas shall be governed by the following terms:

(a) The Owner of a Unit shall have THE EXCLUSIVE USE OF:

(i) not less than one (1) assigned parking area for the sole purpose of parking a Private Motor Vehicle thereon, provided no part of such Private Motor Vehicle extends onto the laneway or onto an adjacent parking area;

(ii) the front steps and landing adjacent to the Unit; and

(iii) the rear walkway, steps, landing, patio and yard area adjacent to the Unit;

all of which shall constitute Privacy Areas granted to an Owner pursuant to Bylaw 5. Any decoration or improvements of Privacy Areas may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of such approved decoration or improvements shall be the sole responsibility of those Owners who have their exclusive use, with the exception of trees, which shall be the responsibility of the Corporation.

(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 Privacy Area assigned or designated by it hereunder.

(c) While any such Privacy Area is not included in the Condominium Plan as part of a Unit and shall not be deemed to be an area leased pursuant to Section 50 of the Act, such Privacy Area shall be maintained in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned including removing slush and snow from parking areas and rear walkways and landings, PROVIDED THAT the Corporation shall be responsible and structurally maintaining parking areas, walkways, steps, landings and patios to a standard considered reasonable by the Board. The Corporation shall mow all grass on the Common Property at the discretion of the Board, provided it is readily accessible, and not littered with pet waste. An Owner shall be responsible to structurally repair and maintain any Board approved Owner-initiated Privacy Area improvements.

(d) If the Owner shall fail to properly maintain any such Privacy Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment. Such monies and costs shall be recoverable by the Corporation as a contribution due to the Corporation, including legal costs on a solicitor and his own client full indemnification basis.

(e) The term Privacy Area does not include any panel, privacy divider, railing, or post 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.

59. PROPERTY TAXES

Any property 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.

60. INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

(a) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and

(b) the maximum balance of the operating account during the previous twelve (12) month period.

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

61. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, 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(k).

62. USE AND OCCUPANCY RESTRICTIONS

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

(a) In this Bylaw:

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

(ii) "Owner" includes a tenant.

(b) The Board may make policy statements and rules as it deems appropriate to clarify the general restrictions set forth in these Bylaws and those policy statements and rules shall have the same force and effect as any Bylaw once the Board has given written notice to all Owners and Occupants in accordance with the Act.

(c) The restrictions in use of Units have the following purposes:

(i) to provide for the health and safety of condominium Occupants;

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

(iii) to provide for the peace, comfort and convenience of the Owners and Occupants; and

(iv) to develop a sense of community.

A. <u>GENERAL</u>

An Owner or Occupant SHALL NOT:

(a) use his Unit, or any part thereof, for:

(i) any purpose which may be illegal or injurious to the reputation of the Project;

(ii) any commercial, professional or other business purposes;

(iii) any purpose involving the attendance of the public at such Unit;

unless such use constitutes an authorized, permitted or discretionary use or approved "Home Occupation" as defined in the relevant Municipal bylaw, provided such home occupation does not require deliveries, signage or storage of stock-in-trade. No yard sales are allowed on the Project without the prior written consent of the Board, which consent may be arbitrarily withheld;

(b) use his Unit, or any part thereof, for licencing, hotel or guest house type purposes including, but not limited to, Airbnb, HomeAway, Tripping, FlipKey, or VRBO;

(c) use a Unit to provide a daycare centre or commercial babysitting services without the prior written consent of the Board, which consent may be arbitrarily withheld;

(d) make or permit noise (including pet noise) in or about any Unit or the Common Property 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. No musical instrument, audio system, power tool, or other device shall be used or played within the Parcel which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners. No contractor or workman shall be permitted to do any work in any Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m. on weekdays, with no work being done on weekends or statutory holidays, without the prior consent of the Board. Should there be unacceptable odors or other noxious substances emanating from a Unit, the Corporation shall, at its discretion, be at liberty to enter the Unit for the purpose of sealing off the Unit with whatever means available, at the expense of the Owner;

(e) use or permit the use of his Unit other than for a private residential use, except as may be permitted under the relevant Municipal bylaw as per Bylaw 62.A(a) above;

(f) permit his Unit to be occupied as a place of residence by more than five (5) persons (whether adult or minor) at any given time without the prior written consent of the Board. The Board, upon request, must be advised of the names and number of persons permanently residing in an Owner’s Unit;

(g) 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 or the structure comprising his or any other Units without the prior written consent of the Board. No surface or overhead covering or canopies shall be applied to any landing or patio without the prior written consent of the Board;

(h) permit laundry (including bathing suits and towels) rugs, blankets or sleeping bags to be hung outside the Unit;

(i) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) or any other item on the Common Property or on any Privacy Area assigned to him without the prior written consent of the Board. No air-conditioning equipment is allowed on an exterior of a Unit or on a Privacy Area without the prior written consent of the Board;

(j) permit, erect or hang over or cause to be erected or to remain outside any window, door or any other part of a Unit, the Common Property or the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, extension cords, fences, canopies, 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, security equipment or satellite dish shall be erected on or fastened to any Unit or Common Property without the prior written consent of the Board;

(k) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in his Unit or on the Common Property. Provided however, that such restrictions do not apply to:

(i) reasonable amounts of materials used for normal maintenance and repair of the Unit, which is stored away from any open flame; or

(ii) propane gas normally used to operate an Owner's barbeque. Such propane barbeque is to be used only in a rear Privacy Area of a Unit. No propane shall be stored inside a Unit;

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

(m) allow any windows or doors to remain open in cold weather such that the pipes and mechanical systems freeze or are susceptible to freezing, and in no event shall they be left open when the outside temperature is, or is expected to be, below 5°C (41°F). Thermostats shall not be turned below 15°C (59°F);

(n) allow the Unit heating system to be rendered inoperable or shut off during the heating season of October 1st to April 30th of the following year;

(o) do anything or permit anything to be done by any Occupant in his Unit or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

(p) do 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;

(q) deposit customary household refuse, garbage, recycling and/or organic materials outside his Unit other than in proper secure bags provided by the Owner and placed in the garbage, recycling or organic waste containers or enclosures provided by the Owners, the Corporation or the Municipality (as applicable). Additionally:

(i) all other bulk and hazardous waste items such as discarded household furnishings, electronic equipment, appliances, tires, paint, packing cartons or crates that the Municipality's Solid Waste Services Department will not normally collect shall be removed from the Project by the Owner at his sole cost and expense;

(ii) all recyclable or organic waste items for which bins are provided shall be disposed of as directed by the Board and/or the Municipality; and

(iii) no garbage, recycling and/or organic materials shall be left outside a Unit or on a Privacy Area or on the Common Property except in the containers as aforesaid;

(r) erect, place, allow, keep or display signs, billboards or "For Rent" notices, 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 consent of the Board. One standard size professionally manufactured "For Sale" sign is permitted at the front of a Unit, provided the Unit is actively being marketed for sale;

(s) allow any articles to be hung or placed on any outside windowsill without the prior consent of the Board and mailboxes shall be used for a receptacle for delivery only and no articles shall be placed or hung upon them;

(t) alter, remove, damage or otherwise interfere with any drainage control fence, grass swale, concrete or asphalt drainage gutter or other drainage structure which may be erected on the Units;

(u) suffer or permit the restriction, impairment, impediment, alteration or other interference with any underground sprinkler system;

(v) erect a fence on any Common Property or Privacy Area;

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

(x) throw anything out of any windows or doors of his Unit or on the Common Property, nor permit anything of this kind to be done;

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

(z) install hardwood, tile or other hard flooring in any area of his Unit without the written consent of the Board, which consent shall, amongst other things, be contingent upon the Corporation receiving assurance that the installation of such flooring material will be completed in such a manner as to meet the Corporation's minimum requirements for sound transmission abatement, which shall be equal to or better than the sound abatement specifications utilized during original construction of the Project;

(aa) use a toilet, sink, tub, drain or other plumbing fixture in a manner that may interfere with the operation for which it was installed;

(bb) dispose of fats, oils, grease, paint, towels, rags, personal hygiene products and wipes down sink drains, toilets, floor drains or into any part of the sewer system;

(cc) be responsible for clearing snow other than from any assigned parking area, rear walkway and landing and adjacent to the Unit;

(dd) use a landing, patio or other areas outside of his Unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective Unit when not in actual use. Additionally:

(i) each Owner will comply with all requests of the Board or its representatives regarding storage of such items;

(ii) professionally manufactured outdoor furniture (suitably fitting in size and in good repair), bicycles, flowerpots and outdoor storage boxes are permitted in rear Privacy Areas;

(iii) flowerpots are permitted in front Privacy areas;

(iv) electric or propane barbeques are permitted in rear Privacy Areas; and

(v) no sofas, freezers, electrical appliances, packing boxes, paints, electronic equipment, appliances or tires shall be stored in any Privacy Area or on Common Property;

(ee) prevent or prohibit access to and use of exterior water taps or exterior electrical outlets on his Unit for purposes of maintaining Common Property. The Owner shall winterize any exterior water line and tap for the Unit in each calendar year. The Owner shall be responsible to repair and maintain any exterior water line and tap on each Unit, including winterization of same;

(ff) without the prior written approval of the Board, have any right of access to those portions of the Common Property used from time to time for Utilities areas, building maintenance, storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;

(gg) use or permit to be used any draperies or window coverings that are visible from the exterior of the Unit unless such draperies are of a neutral, white, off-white or ivory shade, or are so lined, and shall not use foil, flags, bed sheets or other objectionable material on any window or door. No Owner shall apply any visible film or tinting to any window without the prior written approval of the Board. Any window coverings existing at the date of registration of these Bylaws may remain until replaced;

(hh) install any wind chime, flag, windsock or awning on the exterior of the Unit or Common Property without the prior consent of the Board;

(ii) feed or harbour gulls, pigeons, magpies, squirrels, rabbits or any other wildlife from the windows or doors of his Unit or on the Common Property. No bird or wildlife feeders are allowed anywhere on the Parcel;

(jj) render a Unit unfit for human habitation. Units must be kept clean and in good order and free of insects and vermin. An Owner shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control;

(kk) grow or cultivate cannabis in a Unit or anywhere on the Common Property, including in any Privacy Area;

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

(mm) cook on a rear Privacy Area other than using an electric or propane gas barbeque. No propane shall be stored in a Unit. All barbeques shall be kept at least twelve (12") inches from the exterior of the building when in use. Charcoal briquette barbeques, smokers, wood burning devices, open fires and fire pits are not permitted anywhere on the Parcel; **[NTD: Deb, do we want to consider allowing outdoor fire pits or propane fire tables/heaters with the consent of the Board? Covid has expanded the concept of outdoor entertaining and visiting, and I am finding Boards are more and more lenient about this, understandably so.]**

(nn) install or put in place, leave in place, allow to be installed or put in place or left in place:

(i) any holiday decorations that will be visible from the exterior of the Unit with the exception of the time period between November 15th of each year to February 28th of the following year; or

(ii) any other seasonal decorations that will be visible from the exterior of the Unit with the exception of the time period two (2) weeks before to two (2) weeks after the occasion;

Any decorations shall be secured in such fashion that Common Property shall not be damaged or punctured;

(oo) install a hot tub or swim spa inside or outside a Unit;

(pp) install a jetted tub inside a Unit without the prior written consent of the Board;

(qq) smoke, vape or allow smoking or vaping of any product or substance anywhere on the Common Property or on the Parcel, except in a Privacy Area and shall:

(i) attempt to restrict smoke, vapor and other noxious substances from entering adjoining premises;

(ii) dispose of smoking material into a fire-retardant receptacle;

(iii) ensure such receptacle is filled with either sand or water if it is in a Privacy Area; and

(iv) not throw or dispose of cigarette butts, matches or other smoking or combustible materials anywhere on the Common Property;

(rr) use any skateboard, scooter, in-line skates, trick bicycles or any similar equipment or ramps on the Common Property in a manner, which in the sole opinion of the Board, constitutes a danger, nuisance or an unreasonable interference with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant;

(ss) allow the smoke or CO detector in the Unit to fall into disrepair or non-use;

(tt) bring onto or store any commercial shopping carts on the Common Property;

(uu) permit, allow or cause any builders' lien to be registered against the condominium additional plan sheet certificate and if any such lien is registered, the Corporation may, in its' sole discretion, pay out such lien in such manner as it sees fit, and charge all costs associated therewith, including solicitor and own client costs on a full indemnification basis, back to the Owner; or

(vv) leave a Unit vacant or unattended to in excess of seventy-two (72) hours without inspection by the owner or their agent, and during such absence, take all reasonable precautions to protect against insurable loss.

B. <u>PETS</u>

In the case of matters relating to pets, an Owner or Occupant shall not keep or allow any animal or pet of any kind at any time to be in his Unit or on the Common Property, other than household animals and pets as are normally permitted in private homes in urban residential areas, and then only if approved by the Board in writing, which approval may be withdrawn on reasonable grounds on ten (10) days' notice to that effect. Additionally: **[NTD: Deb, pets are always a hot spot. How do we handle them here? What do we currently have?]**

(a) no livestock, snakes, reptiles, insects, arachnids, fowl or animals deemed dangerous by the Municipality will be approved;

(b) each Unit may be permitted no more than:

(i) two (2) dogs;

(ii) two (2) cats; or

(iii) one (1) dog and one (1) cat;

(c) all approved dogs and cats must be hand leashed and appropriately restrained 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 the animal to urinate or defecate on any Common Property of the Project and shall, if it occurs, clean up any feces immediately;

(d) all approved pets must be licensed by the Municipality and vaccinated as required by the Municipality;

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

(f) any Municipal bylaws in effect 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;

(g) an Owner shall clean up any animal feces immediately from the Common Property or their Privacy Area and dispose of same in a hygienic manner in appropriate waste containers;

(h) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property necessitated by and caused by an approved pet;

(i) visiting pets on the Parcel shall comply with all Bylaws applicable to pets; and

(j) the Occupant of a Unit containing a pet shall enter into any agreement or agreements requested by the Board and provide any security required by the Board to ensure the pet is kept in accordance with these Bylaws and to remedy any damage caused by such pet.

C. PARKING AND MOTOR VEHICLES

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

(a) allow visitors to park anywhere other than in the Owner's Privacy Area parking area;

(b) wash Private Motor Vehicles anywhere on the Project;

(c) carry out any major repairs or adjustments (including servicing or oil changes) to Private Motor Vehicles anywhere on the Common Property;

(d) bring onto the Project any vehicles other than Private Motor Vehicles without the written consent of the Board or the Manager, except in the course of a delivery to or removal from premises;

(e) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored anywhere on the Parcel. A motorcycle or bicycle may be parked in the same parking area as another Private Motor Vehicle provided neither extend into the laneway or block access to an adjacent parking area;

(f) keep anywhere on the Common Property any Private Motor Vehicle which is not currently licensed, not insured or not in operating condition, without the prior written consent of the Board;

(g) allow any motor vehicle to leak oil, grease, fuel or coolant onto Common Property concrete. If such leak occurs, such Owner shall be responsible to clean the area of such oil, grease, fuel or coolant as soon as reasonably possible. If not done expeditiously by an Owner, the Board may do so and charge all costs to the Owner;

(h) bring onto the Project any vehicle other than a Private Motor Vehicle, or store or park in a Parking Unit any Private Motor Vehicle that is not in operating condition and licenced and insured, or which is, in the sole opinion of the Board, objectionably noisy due to intentional modification, faulty muffler or mechanical malfunction, or is a source of other annoying noises or odours;

(i) allow any Private Motor Vehicle to idle for longer than ten (10) minutes (save and except for service vehicles requiring that they continue to idle in the course of conducting their business); or

(j) obstruct or permit any walkway, passage or parking areas to be obstructed by any Occupant, his family, guests or visitors or their vehicles.

D. RENOVATIONS

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

(a) any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical changes, alterations or additions to his Unit;

(b) any structural alterations to the outer boundary of any Unit including load bearing walls;

(c) any changes or alterations to any ceiling or floor; or

(d) any additions of security devices;

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

(i) pay to the Corporation a non-refundable administration charge and/or a refundable damage deposit, in an amount or amounts to be established by the Board from time to time, which damage deposit (if any) shall be held by the Corporation during the time in which renovations are being carried out to the Unit;

(ii) submit detailed drawings and/or a detailed description of the proposed alteration, addition or renovation to the Board;

(iii) pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications, inspect the alteration, addition or renovation from time to time, or otherwise advise the Board (including advice that the Common Property and other Units will not be adversely affected);

(iv) obtain, at his own expense, and provide the Board with all required permits (including, but not limited to, building and development permits) and inspection reports within ten (10) days of receipt of the same. If any services which are shared by any other Unit or the Common Property are affected, then certificates shall be provided by experts as are required confirming how such service will be affected by the proposed change;

(v) disclose all contractors and sub-contractors and provide evidence of appropriate insurance coverage, such as commercial general liability insurance, construction insurance (if applicable) and WCB coverage;

(vi) ensure any workers, tradespersons, contractors and subcontractors retained to do the work meet such reasonable standards of certification, qualification, expertise and proficiency as required by industry standard or established by the Board;

(vii) provide copies of any final plans showing the changes after the renovations are completed, drawn on an "as-built" basis;

(viii) pay any costs incurred by the Corporation for restoration or removal by the Board (or its duly authorized representative(s)) of any alteration or addition made by an Owner without such approval. Such costs shall bear interest at the Interest Rate from the time such costs are incurred until paid and may be recovered by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and his own client full indemnification basis);

(ix) ensure that all renovations are done between the hours of 8:30 a.m. and 6:00 p.m. weekdays with no work being done on weekends or statutory holidays without the prior consent of the Board, and shall comply with all Municipal noise bylaws;

(x) ensure removal of debris from the Unit and keep the Unit and the Common Property in a clean and neat condition both during and after the renovation work is done. No renovation debris is to be disposed of in any garbage bins or enclosures of the Corporation. Notwithstanding that the Owner may have an agreement with any party doing the renovations to remove such debris, the ultimate responsibility relating to the removal of the debris and the maintenance of the Common Property remains with the Owner; and

(xi) ensure the Board's satisfaction that the cosmetic and/or resulting sound effects of any changes are in keeping with the appearance of the other Units and of the Project as a whole, and that any such changes do not in any way affect the quiet enjoyment of any other Owners in respect of the use by other Owners of their own Units.

E. COMPLIANCE

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

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

63. AMENDMENT OF BYLAWS

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. 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.

64. CHANGE OF LEGISLATION

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