

Form 3

NORTH & COMPANY LLP

PER: [Signature]

D.R. LINT - SOLICITOR.

CONDOMINIUM PROPERTY ACT SECTION 32

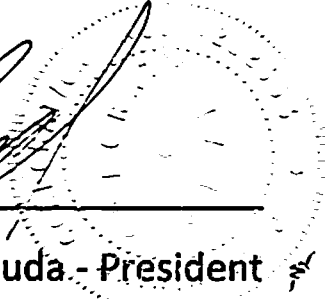
Notice of Change of By-law

The Owners: Condominium Plan No. 0212353 hereby certifies that, by special resolution passed on the 23rd day of May, 2014 the By-laws of the corporation were added to, amended or repealed as follows:

The statutory By-laws are hereby preplaced with the attached By-laws

The Seal of the Owners: Condominium Plan No. 0212353 was affixed on 5th day of March, 2015 in the presence of ~~Stuart Maddaford~~.

GEORGE DUDA

[Signature]
George Duda - President  DIRECTOR

Bylaws

CONDOMINIUM PLAN NO. 0212353

September 2013

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BY-LAWS OF THE CORPORATION

1. General

(1) In these by-laws:

- (a) "Act" means the *Condominium Property Act*;
- (b) "annual general meeting" means an annual general meeting of the corporation;
- (c) "general meeting" means a general meeting of the corporation.

(2) Expressions defined in section 1 of the Act have the same meaning in these bylaws.

(3) The rights and obligations given or imposed on the corporation or the owners under these by-laws are in addition to any rights or obligations given or imposed on the corporation or the owners under the Act.

(4) If there is any conflict between these by-laws and the Act, the Act prevails.

2. Duties of the owner

(1) An owner:

- (a) shall permit the corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter in or on his unit for the purpose of:
 - (i) inspecting the unit,
 - (ii) maintaining, repairing or replacing pipes, wires, cables and ducts existing in or on the unit and used or capable of being used in connection with the enjoyment of any other unit or common property,
 - (iii) maintaining, repairing or replacing common property, or
 - (iv) ensuring that the by-laws are being observed,
- (b) shall forthwith
 - (i) carry out all work that may be required pursuant to these by-laws or as required by a municipal authority or other public authority in respect of his unit, other than any work for the benefit of the building or parcel generally, and
 - (ii) pay all rates, taxes, charges and assessments that may be payable in respect of his unit,
- (c) shall maintain his unit in a state of good repair,
- (d) shall notify the corporation forthwith of
 - (i) any change in the ownership of the unit, or
 - (ii) any mortgage registered against the unit, an

- (e) shall not make structural mechanical or electrical alterations to his unit or to the common property without the prior written consent of the board, which shall not be unreasonably withheld.

3. Powers of the Corporation

(1) The corporation may:

- (a) acquire personal property to be used:
 - (i) for the maintenance repair or replacement of the real or personal property of the corporation or the common property, or
 - (ii) by owners in connection with their enjoyment of the real and personal property of the corporation or the common property,
- (b) borrow money required by it in the performance of its duties or the exercise of its powers,
- (c) secure the repayment of money borrowed by it and interest on that money by negotiable instrument, a mortgage of unpaid contributions (whether levied or not), or a mortgage of any property owned by it or by any combination of those means,
- (d) grant a lease to an owner under section 41 of the Act,
- (e) charge interest under section 32 of the Act on any contribution owing to it by an owner, and
- (f) make an agreement with an owner or tenant of a unit for the provision of amenities or services by it to the unit or to the owner or tenant of the unit.

4. Election of the Board

- (1) The board shall consist of not less than 3 and not more than 7 individuals.
- (2) Notwithstanding subsection (1), if there are not more than 2 owners, the board may consist of one or more individuals not to exceed 7 in number.
- (3) An individual shall not be a member of the board unless that individual is 18 years of age or older.

5. Eligibility to Sit on the Board

- (1) A person does not need to be an owner in order to be elected to the board.
- (2) Notwithstanding subsection (1):
 - (a) if a unit has more than one owner, only one owner in respect of that unit may sit on the board at one time, and
 - (b) an owner who has not paid to the corporation the contributions due and owing in respect of his unit is not eligible for election to the board.

6. Voting

- (1) At an election of members of the board each person entitled to vote may vote for the same number of nominees as there are vacancies to be filled on the board.

7. Term of Office

- (1) Subject to subsection (2), a member of the board shall be elected at an annual general meeting for a term expiring at the conclusion of the annual general meeting convened in the 2nd year following the year in which he was elected to the board.
- (2) At the first general meeting convened under section 24 of the Act:
 - (a) not more than 50% of the members of the board shall be elected for a term expiring at the conclusion of the annual general meeting convened in the year following the year in which they were elected, and
 - (b) the balance of the members shall be elected for a term expiring at the conclusion of the annual general meeting convened in the 2nd year following the year in which they were elected.
- (3) Each member of the board shall remain in office until:
 - (a) the office becomes vacant under section 9 of these by-laws,
 - (b) the member resigns,
 - (c) the member is removed under section 8 of these by-laws, or
 - (d) his term of office expires, whichever comes first.

8. Removal of a Member of the Board

- (1) Except when the board consists of less than 3 individuals, the corporation may by resolution at a general meeting remove a member of the board before the expiration of his term of office and appoint another individual in his place to hold that office for the remainder of the term.

9. Vacating of the Office of a Member of the Board

- (1) The office of a member of the board is vacated if he:
 - (a) becomes bankrupt under the *Bankruptcy and Insolvency Act* (Canada),
 - (b) is
 - (b) more than 30 days in arrears in payment of any contribution required to be made by him as an owner,
 - (c) is the subject of a certificate of incapacity issued under the *Dependent Adults Act*,

- (d) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than 2 years,
- (e) resigns his office by serving notice in writing on the corporation, or
- (f) is absent from 3 consecutive meetings of the board without permission of the board and it is resolved at a subsequent meeting of the board that his office be vacated.

10. Vacancy

- (1) When a vacancy occurs on the board under section 9 of these by-laws, the board may appoint an individual to fill that office for the remainder of the former member's term.

11. Officers of the Corporation

- (1) At the first meeting of the members of the board held after the general meeting of the corporation at which they were elected, the board shall designate from its members a president, vice-president, secretary and treasurer of the corporation.
- (2) Notwithstanding subsection (1), the board may designate one person to fill the offices of secretary and treasurer.
- (3) In addition to those duties assigned to the officers by the board:
 - (a) the president or, in the event of his absence or disability, the vice-president:
 - (i) is responsible for the daily execution of the business of the corporation, and
 - (ii) shall act as chairman of the meetings of the board;
 - (b) the secretary or, in the event of his absence or disability, another member of the board designated by the board:
 - (i) shall record and maintain all the minutes of the board,
 - (ii) is responsible for all the correspondence of the corporation, and
 - (iii) shall carry out his duties under the direction of the president and the board;
 - (c) the treasurer or, in the event of his absence or disability, another member of the board designated by the board, shall:
 - (i) receive all money paid to the corporation and deposit it as the board may direct,
 - (ii) properly account for the funds of the corporation and keep those books as the board directs,
 - (iii) present to the board when directed to do so by the board, a full detailed account of receipts and disbursements of the corporation, and
 - (iv) prepare for submission at the annual general meeting:

- (A) a budget for the forthcoming fiscal year of the corporation, and an
 - (B) audited statement for the most recently completed fiscal year of the corporation.
- (4) A person ceases to be an officer of the corporation if he ceases to be a member of the board.
- (5) If 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.
- (6) If a board consists of not more than 3 persons, those persons may perform the duties of the Officers of the corporation in such manner as the board may direct.

12. Majority Vote and Quorum of the Board

- (1) At meetings of the board, all matters shall be determined by majority vote and in the event of a tie vote, the chairman is entitled to a casting vote in addition to his original vote.
- (2) A quorum for a meeting of the board is a majority of the members of the board.

13. Written Resolutions

- (1) A written resolution of the board signed by all of the members of the board has the same effect as a resolution passed at a meeting of the board duly convened and held.

14. Seal of the Corporation

- (1) The corporation shall have a corporate seal that shall not be used except:
 - (a) under the authority of a resolution of the board given prior to its use, and (b) in the presence of not less than 2 members of the board who shall sign the
 - (b) in the presence of not less than 2 members of the board who shall sign the instrument to which the seal is affixed.
- (2) Notwithstanding subsection (1), if there are not more than 2 members of the corporation, one member may be authorized by the board to use the corporate seal and sign the instrument to which the seal is affixed.

15. Signing Authority

- (1) The board shall prescribe, by resolution:**
 - (a) those officers or other persons who are authorized to sign cheques, drafts, instruments and documents not required to be signed under the corporate seal, and.**
 - (b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed.**

16. Powers of the Board

- (1) The board shall:**
 - (a) meet at the call of the president to conduct its business and adjourn and otherwise regulate its meetings as it thinks fit, and**
 - (b) meet when a member of the board gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying the reason for calling the meeting.**
- (2) The board may employ on behalf of the corporation any agents and employees it thinks necessary to control, manage and administer the real and personal property of the corporation and the common property and in that respect may authorize those persons to exercise the powers of and carry out the duties of the corporation.**
- (3) The board may, subject to any restriction imposed on it or direction given to it at a general meeting of the corporation, delegate to any of its members or to other persons any or all of its powers and duties as it thinks fit, and may at any time revoke that delegation.**

17. Duties of the Board

- (1) The board shall:**
 - (a) cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditure take place;**
 - (b) prepare financial statements relating to all money of the corporation, and the income and expenditures of the corporation, for each annual general meeting;**
 - (c) maintain financial records of all the assets, liabilities and equity of the corporation;**
 - (d) submit to the annual general meeting an annual report consisting of the financial statements and other information as the board may determine or as may be directed by a resolution passed at a general meeting.**

- (e) control, manage, maintain, repair, replace and administer the Common Property and the Managed Property in accordance with the terms of these By-laws, and all real property, chattels, personal property or other property owner by the Corporation for the benefit of all the Owners and for the benefit of the entire Condominium Project;
- (f) maintain and repair all outside walls, siding, roofs, eaves troughs, concrete and related paving and all structural framing surrounding exterior doors, windows and sky lights.

18. Procedure

All meetings of the board and general meetings shall be conducted according to the rules of procedure adopted by the board.

19. General Meetings other than an Annual General Meeting

(1) The board:

- (a) shall, on the written request of the owners entitled to vote and who represent not less than 15% of the total unit factors for the units, convene a general meeting, and
- (b) may, whenever it considers it proper to do so, convene a general meeting.

20. Notice of General Meetings

- (1) When an annual general meeting or a general meeting is to be convened, the board shall, not less than 7 days prior to the day on which the meeting is to be convened, give to each owner written notice of the meeting stating:
 - (a) the place, date and time at which the meeting is to be convened, and
 - (b) the nature of any special business, if any, to be brought forth at the meeting.
- (2) On being notified by a mortgagee entitled to vote under section 21 of the Act that it wishes to be notified of general meetings, the board shall give to that mortgagee the same notices required to be given to the owner under subsection (1) of this section.
- (3) An annual general meeting or a general meeting or anything done at that meeting is not invalid by reason only that:
 - (a) a person, by accident, was not, in respect of that meeting, given a notice under subsection (1), or
 - (b) a person did not in fact receive a notice given under subsection (1) in respect of that meeting.

21. Quorum

- (1)** Except as otherwise provided by these by-laws, no business shall be transacted at an annual general meeting or a general meeting unless a quorum of persons entitled to vote is present or represented by proxy, at the time when the meeting commences.
- (2)** A quorum for an annual general meeting or a general meeting consists of not less than 25% of all the persons entitled to receive notice under section 20 of these bylaws being present in person or represented by proxy at that meeting.
- (3)** If within 30 minutes from the time appointed for the commencement of an annual general meeting or a general meeting a quorum is not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the commencement of the meeting, the persons entitled to vote who are present or represented by proxy constitute a quorum for the purpose of that meeting.

22. General Meeting Schedule

- (1)** The president or, in the event of his absence or disability, the vice-president or other person elected at the meeting, shall act as chairman of an annual general meeting or a general meeting.
- (2)** The order of business at an annual general meeting and, as far as practicable at any other general meeting, shall be as follows:
 - (a)** call to order by the chairman;
 - (b)** calling of the roll and certifying of proxies;
 - (c)** proof of notice of meeting, waiver or proxies, as the case may be;
 - (d)** reading and disposal of any unapproved minutes;
 - (e)** reports of officers;
 - (f)** reports of committees;
 - (g)** election of members of the board;
 - (h)** unfinished business;
 - (i)** new business;
 - (j)** adjournment.

23. Show of Hands

- (1) At an annual general meeting or a general meeting, a resolution shall be voted on by a show of hands unless a poll is demanded by a person entitled to vote and present in person or by proxy, and unless a poll is so demanded, a declaration by the chairman that a resolution has on the show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (2) If a person demands a poll, that person may withdraw that demand and on the demand being withdrawn the vote shall be taken by a show of hands.

24. Taking of Poll

- (1) A poll, if demanded, shall be conducted in a manner as directed by the chairman, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

25. Tie Vote

- (1) In the case of a tie in a vote taken at an annual general meeting or a general meeting, whether on a show of hands or on a poll, the chairman of the meeting is entitled to a casting vote in addition to his original vote.

26. Number of Votes

- (1) If a vote is taken by a show of hands, each person entitled to vote has one vote.
- (2) If a vote is taken by a poll, the number of votes that a person may cast shall correspond to the unit factors for the respective units represented by that person.

27. Votes at an Annual General Meeting or a General Meeting

- (1) Except for matters requiring a special resolution, all matters shall be determined by a majority vote.

28. Manner of Voting

- (1) On a show of hands or on a poll, votes may be given either personally or by proxy.

29. Appointment of Proxy

- (1) An instrument appointing a proxy shall be in writing under the hand of the person making the appointment or his attorney, and may be either general or for a particular meeting, but a proxy need not be an owner.

30. Restrictions on Voting

- (1) Except as provided for in the Act, there are no restrictions or limitations on an owner's rights to vote at an annual general meeting or a general meeting.

31. Vote by Co-owners

- (1) If a unit is owned by more than one person, those co-owners may vote personally or by proxy and:
 - (a) in the case of a vote taken by a show of hands, those co-owners are entitled to one vote between them, and
 - (b) in the case of a vote taken by a poll, a co-owner is entitled to that portion of the vote applicable to the unit as is proportionate to his interest in the unit.
- (2) A co-owner may demand that a poll be taken.

32. Signed Resolution - Majority Vote

- (1) If a resolution of the members of the corporation requires a majority vote, that resolution signed in person or by proxy by all the persons who, at a properly convened annual general meeting or general meeting, would be entitled to vote, has the same effect as a resolution duly passed at the meeting.

33.

- (1) Repealed 1996 c12 s56.

34. Failure to Comply with By-laws

The board may exercise the powers provided for in section 29 of the Act.

35. One Family Unit

- (1) A Residence shall only be occupied as a One-family Residence by the Owner of the unit, and the garage shall only be used for parking of motor vehicles or storage of personal belongings.
- (2) In the event the Board grants permission to use a Unit or Residence other than as a One-family Residence, it shall be the responsibility of the Owner or occupier of the Unit or Residence, as the case may be, to ensure that compliance has been met with all rules, regulations, Bylaws and statutes that apply in the circumstances.

36. Renting of Units

The renting of Units or Residences is governed by Section 44-48 of the Condominium Property Act and by articles of the Condominium Bylaws.

An Owner must:

- (1) Advise the corporation of his intent to rent the Unit or Residence.**
- (2) When an owner rents his Unit or Residence it is a condition of the tenancy that the person residing in the unit or Residence shall not;**
 - (a) cause damage to the real or personal property of the Corporation or the common property.**
 - (b) contravene the bylaws.**
- (3) Provide written notices to the Corporation of the name of the tenant residing in the unit or Residence within 20 days of the commencement of the tenancy.**
- (4) Owners not advising the Corporation of the new tenants as required will be fined \$50.00 with an incremental increase of \$25.00 per instance to a cap of \$200.00**

37. Amendment of By-laws

Notwithstanding section 20 of these by-laws, if a by-law is to be amended, repealed or replaced, the persons entitled to vote shall be given written copies of the text of the proposed amendment, repeal or replacement not less than 14 days prior to the day on which the special resolution is to be voted on.

38. Restrictions in Use

- (1) In this section:**
 - (a) "occupant" means a person present in or on a unit or in or on the real or personal property of the corporation or the common property with the permission of an owner;**
 - (b) "owner" includes a tenant.**
- (2) An owner shall not:**
 - (a) use or enjoy the real or personal property of the corporation or the common property in such a manner as to unreasonably interfere with its use and enjoyment by other owners or the occupants;**
 - (b) use his unit in a manner or for a purpose that will cause a nuisance or hazard to any other owner or occupant;**
 - (c) use his unit for a purpose that is illegal;**
 - (d) make undue noise in or on his unit or on or about real property of the corporation or the common property;**
 - (e) keep an animal in or on his unit or on the real property of the corporation or the common property without written approval from the board.**
 - (f) in the case of a residential unit, use his unit for a purpose other than for residential purposes;**

- (g) do anything in respect of his unit, the real or personal property of the corporation or the common property or bring or keep anything on it that will in any way increase the risk of fire or result in an increase of any insurance premiums payable by the corporation;
 - (h) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
 - (i) hang or place on the real property of the corporation or the common property or within or on a unit anything that is, in the opinion of the board, aesthetically unpleasing when viewed from outside the units;
 - (j) leave articles belonging to his household on the real property of the corporation or the common property when those articles are not in actual use;
 - (k) obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress and egress to and from his unit;
 - (l) use any portion of the real property of the corporation or the common property except in accordance with the by-laws.
- (3) An owner shall ensure that his occupants comply with those requirements that the owner must comply with under subsection (2).

39. Insurance

- (1) The Board, on behalf of the Owners and the Corporation shall obtain and maintain at all times insurance on all of the units (excluding furnishings, fixtures and any other property brought into or installed in the Residence and Units by Owners other than the Developer) and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation, that provides for settlement to the full replacement value thereof without deduction for depreciation, and without restriction the generality of the foregoing such insurance shall provide and include the following:
- (a) coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
 - (b) coverage that provides for settlement to full replacement value of all buildings and other fixed improvements upon the Units and all chattels and other property belonging to or registered in the name of the Corporation or forming part common Property;
 - (c) coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution;
 - (d) that no breach of any statutory or other condition of any policy by any Owner or Corporation shall invalidate the insurance or forfeit the insurance;
 - (e) that no breach of any statutory or other condition of any policy by the Corporation or as Owner shall invalidate the policy as to the interest of any Mortgagee in any way or to any event.

- (2) The Board, on behalf of the Corporation, shall also obtain and maintain insurance coverage for errors and omissions by the Board and the officers of the Corporation so long as such insurance is obtainable at a reasonable cost.**

In the event an Insurance Trustee exists, the Board, on the Owners and the Corporation, shall cause claims under property insurance policies issued pursuant to these Bylaws to be paid to the Insurance Trustee. In the event there is no Insurance Trustee appointed then the Insurance Trustee shall be deemed to be the Corporation and the words "Insurance Trustee" shall be read as if the word "Corporation" was in its stead. Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance and maintained on behalf of the Corporation or the Owners and insuring against fire and any other supplemental perils shall be paid as follows:

- (a) if the proceeds are less than five hundred thousand (\$500,000.00) dollars (or such other amount determined by Ordinary Resolution), to the Corporation which shall apply such proceeds to the repairs and restoration of the damage or loss;**
- (b) if the proceeds are equal to, or in excess of five hundred thousand (\$500,000.00) dollars (or such other amount determined by Ordinary Resolution), to the Insurance Trustee who shall apply such proceeds to the repairs and restoration of the damage or loss (save as hereinafter provided).**

In the event that it is resolved by Unanimous Resolution or is ordered by a court under the Act that the Corporation not repair or restore the damage or that the Corporation be terminated as to some or all Units, then the Insurance Trustee shall apportion the proceeds between all those Owners whose Units (including their beneficial interest in any Unit registered in the name of the Corporation) or Common Property interest (or both) are affected by the loss or damage and the Corporation (as their interests may appear). The Insurance Trustee shall then pay to the Corporation such proceeds which are apportioned to it and shall pay such proceeds which are apportioned to those Owners mentioned above as follows:

- (a) Firstly, to the Mortgages of the Units that are affected by the loss or damage as their interests may appear and to the extent loss is apportioned to their respective Units (the Mortgagees' priorities to accord with their priorities as encumbrances against title to the respective Units);**
- (b) Secondly, to the Owners of the Units that are affected by the loss or damage to the extent of the loss apportioned to each.**

The Insurance Trustee shall have regard to the interest of all Owners, Mortgagees, and the Corporation, and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, all the Mortgagees whose mortgages are registered at the Land Titles Office or have been notified to the Corporation, and the Corporation; and no distribution of proceeds shall be made until after

the expiry of thirty (10) days after the last of such parties has been notified. Any notice under this paragraph that is given by mail shall, notwithstanding Bylaw 42 hereof, be given by prepaid registered mail. If any of such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing with thirty (30) days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party disputes the proposed distribution, the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 50 to 52 of the Act (or any provisions passed in substitution for the said Sections) and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

Notwithstanding the foregoing, an Owner may, and upon the written request of his Mortgagee, an Owner shall carry insurance on his own Unit and Residence as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board on behalf of the Owners and the Corporation shall not be affected or diminished by reason of insurance carried by an Owner.

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

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

Policies of insurance may contain co-insurance provisions on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of the insurance claim settlement. All policies of insurance shall contain waivers by the insurers of invalidity arising from any acts or omissions of the insured and of any rights of subrogation against the Corporation and the Owners or any of them and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days prior written notice to all of the insured including all Mortgagees. Such policies shall also provide that the Insurance Trustee shall have the right as its sole options to obtain a cash settlement (without deductions for depreciation) in the event of substantial damage to the Residences and the determination by Unanimous Resolution or by order of the Court having jurisdiction in that behalf to terminate the condominium status of the Parcel, and the insurer's option to repair, rebuild or replace the property damaged or lost shall be deleted or waived. The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance effected by the Board on behalf of the Owners and the Corporation. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal or re-appraisal from a qualified and reputable appraiser of

real property for the full replacement value of the Residences and other improvements located on the Parcel including all Common Property, and all property of the Corporation, and the Board shall not invalidate or affect any insurance coverage placed by the Board on behalf of the Owners and the Corporation. Copies of the appraisals obtained from time to time shall be provided to any Owner, purchaser or mortgagee of a Unit who request the same, provided the costs of such copies are paid by that person. The Corporation shall immediately upon the occurrence of any substantial damage to any of the Residences or the improvements forming part of the Common Property notify the registered Mortgagees of all Units affected who have notified their interests to the Corporation of such damage, such notice to be given by registered mail.

- (3) The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board, the officers of the Corporation and the Owners against any liability for bodily injury, death and damage to property, third parties or to the Owners and their invitees, licensees or tenants incidental to the ownership, use, control, management and administration of the Units, the Corporation's real and personal property and the Common Property. Limits of liability under such insurance shall not be less than two million (\$2,000,000.00) dollars for any one person injured or for any one accident and shall not be less the two million (\$2,000,000.00) dollars for property damage per occurrence (or two million (\$2,000,000.00) dollars inclusive limits). The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. All policies of insurance shall include as insured's the Corporation, the Board and the members of the Board and the officers of the Corporation while acting within the scope of their duties as such, and the Insurance Trustee if there be one. Such liability insurance shall contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.

The cost for all of the above insurance shall be deemed to form part of the Common Expenses.

40. Deductible

- (1) In the event that a claim is made under any policy of insurance maintained by the Board on behalf of the Owners and the Corporation and the cause of the loss for which the claim is made is due to an act or omission of an Owner, occupier or tenant of an Owner or member of their families or the guests. Invitees or licensees of any of them, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid by the Corporation with respect to the loss for which the claim is made, the amount of same to be recoverable by the Corporation as a contribution against all other losses, charges and liabilities arising out of any loss that may be sustained or Incurred by the Corporation. In all other cases, the Corporation shall bear the cost of the insurance deductible and such cost shall be included in Common Expenses. The costs of proof of cause of the loss shall be on the Corporation.

41. Restrictions In Use

(1) An Owner shall not:

- (a) use his Residence or Unit for any purpose that may be illegal or injurious to the regulation of the Parcel;**
- (b) make or permit any disturbing noises or smells on the Unit or on the Common Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Parcel; no Owner shall play or permit to be played loudly any musical instrument, phonograph, stereo, radio or television, nor shall any Owner practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other members or occupants of the Parcel;**
- (c) keep any animals (except dogs and cats), birds, or reptiles in his residence, in or on any Unit or on the Common Property other than the pets authorized by these Bylaws;**
- (d) render a Unit or Residence unfit for human habitation;**
- (e) allow his Residence furnace to be rendered inoperable during the heating season and the Owner shall take appropriate winterization steps to ensure that all heating systems are in working order and that they are repaired, maintained and replaced where necessary (the Corporation shall not be liable for any loss that is sustained due to failure of any heating equipment on the Unit or in the Residence and an Owner shall be responsible for any loss to the Corporation or other Owners or occupiers should an Owner fail to observe the Bylaw).**

42. Structural Alterations

(1) An Owner shall ensure that:

- (a) no alterations, additions, decoration, redecoration, changes, fences, partitions, or installations are made on his Unit (except to the interior of his Residence provided the same do not effect the structure, fire rating or sound proofing of the Residence) or on or adjoining the exterior of his Residence without the prior written consent of the Board;**
- (b) no structural alteration is made to his Residence including walls (whether partition walls, pony walls, bearing walls, or otherwise), ceiling and floor or to any load bearing walls or structures within the Residence or on the Unit or to any exterior door or window, without the prior written consent of the Board;**
- (c) no changes are made in the plumbing, drainage, electrical or gas system or sprinkler system within or outside any Unit or Residence without the prior written consent of the Board;**
- (d) any changes to a Unit or Residence comply with all municipal, provincial and federal laws.**

Failure to comply with this Bylaw will result in the defaulting Owner being liable for all costs incurred by the Corporation including indemnification of its legal costs, for restoring any alterations or changes made by the Owner which are prohibited by this Bylaw.

43. Tenants and Occupiers

- (1) An Owner shall not lease or grant possession of his Unit or Residence to any tenant or occupier:
- (a) until the Owner complies with the deposit requirement (if any) of the Corporation and provides the Corporation with an address for service of any notice that may be served upon him pursuant to the Act or the Bylaws as well as the name of the tenant or occupier;
 - (b) unless the tenant or occupiers undertakes in writing to be bound by and comply with Bylaws of the Corporation, and
 - (c) until the Owner gives notice in writing to the Corporation of the tenancy or other occupancy accompanied by the written undertaking of the tenant, or occupier to be bound by the Bylaws of the Corporation.

No tenant or occupier shall move into or occupy a Unit or Residence unless paragraphs (a), (b), and (c) have been complied with. Nothing in these Bylaws shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying his Unit or Residence.

Each tenant or occupier of a Unit or Residence, upon receiving notice from the Corporation that the Owner of the Unit or Residence is in default of a payment, contribution or assessment levied by the Corporation or an installment or installments thereof, shall deduct from the rent payable to the Owner the payment, contribution or assessment levied or the installment or installments in arrears and any interest owing thereon and the tenant or occupier shall pay the same to the Corporation and the amount so paid to the Corporation shall be deemed to constitute rent paid to the Owner by the tenant or occupier, as the case may be.

44. Garbage

- (1) Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage and garbage containers as directed by the Board from time to time and shall observe all bylaws and regulations of the municipal authority in that regard. The following rules must be observed with respect to trash disposal:
- (a) debris shall be completely drip free before it leaves the Unit and carried to the pick-up areas in a careful manner and in a drip proof container;
 - (b) carton, boxes, crates, sticks of wood, bottles or other solid matter shall be placed in a neat manner for collection from the appropriate pick-up area; bulky items must be take by the Owner to a municipal dump;
 - (c) vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pick-up.

(2) Garbage shall be place in the appropriate place for City of Lethbridge pick-up

- Units 1-14 garbage to be place in the City of Lethbridge garbage containers located in the laneway behind their units.
- Units 15-28 to be placed in front of their units only on the City of Lethbridge posted garbage pickup day.

45. Noise

(1) Owners, their family, guest, tenants, visitors, and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort and quiet enjoyment of property by other Owners, their families, guests, visitors, and persons having business with them and no noise caused by any instrument or other device or otherwise, which, in the opinion of the Board may disturb the comfort of the other Owners, shall be permitted.

(2) Penalties for non-compliance with Bylaw 44.1 are;

- 1st and 2nd offence the owner will be giving a written notice to conform to the Bylaws and Rules and Regulations.
- 3rd offence the owner and any further offences the Owner will be assessed a fine of \$150.00

46. Privacy

(1) No Owner shall trespass, or permit any occupant or visitor of his Residence or Unit to trespass, on any other Unit, except as may be permitted by any party wall agreement. Further, no Owner shall have any right of access to those parts of the Common Property or Parcel, from time to time used as a utility are or a building maintenance storage area.

47. Motor Vehicles

(1) No Owner shall park his motor vehicle or automobile on any part of the Parcel except on the driveway or in the garage on that Owner's Unit or except in an area as may be designated by the Board.

- a) Units 1-14 are required to park in the parking pads located in the rear of the unit.
- b) Units 15-28 are required to park in the parking pads located in the front of the unit.

- (2) A visitor may only park his motor vehicle or automobile in an area as may be designated such visitor parking or on the driveway or in the garage of the Unit of the Owner that he is visiting.
- (3) No motor vehicle, house trailer, tent, boat, trailer, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Property or on an Unit registered in the name of the Corporation other than as provided for under these Bylaws or as approved by the Board in writing.
- (4) No repairs or adjustments to motor vehicles may be carried out on the Common Property or on any Unit registered in the name of the Corporation.
- (5) A motor vehicle which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon any part of the Parcel except as permitted by the Board in writing.

48. Landscaping and Other Common Property

- (1) Owners and their families, guests, tenants, visitors and servants, and pets of those persons, shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or any Unit or the property (real or personal) of the Corporation, including without limitation, any landscaping works (including tree, grass, shrubs, hedges, flowers, and flower beds).

49. Structures

- (1) No buildings, structure or tent shall be erected on the Units or Common Property except only by the Corporation or except as approved in writing by the Board.
- (2) No trailers either with or without living, sleeping, or caring accommodations and no tent, shed, or portable building shall be placed, located, kept or maintained on the Units or Common Property except with the prior written approval of the Board which approval may be subsequently withdrawn in which event the item shall be forthwith removed by the Owner who caused the same to be placed, located or kept or maintained on the Unit or Common Property.
- (3) No part of the Units or Common Property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage containers or disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, trees, gardens or other vegetation, or for the disposal of rubbish, garbage or waste except only with the prior written approval of the board and in such event the Owner shall comply with the direction of the Board to remove such item, or items, forthwith.

50. Personal Property and Injury

- (1) None of the Corporation, its Board members, officers, agents or employees will be responsible to any Owner, tenant or occupier of a Unit or Residence, for any injury, death, damage or loss whatsoever caused by or to the person or property of any Owner, tenant or occupier of a Residence or Unit including but not limited to:
- (a) any designated parking areas provided on the Common Property or on any Unit registered in the name of the Corporation;
 - (b) any part of the Common Property or any Unit registered in the name of the Corporation designated for the exclusive use and enjoyment of any Owner, tenant or occupier;
 - (c) any contents, personal property, or improvements in or to the Residence or Unit or;
 - (d) any personal injury to property damage occurring on the Parcel.

Subject to the Act and the Bylaws, the insuring of any contents or improvements (except the building comprising the Residence) within or to a Unit or Residence is the sole responsibility of the Owner, tenant or occupier of the Residence or Unit, and an Owner, tenant or occupier of the Residence or Unit shall not require the Corporation or its Board members, officers, agents or employees to repair any damage to any contents, personal property, or improvements (except other buildings comprising the Residence) within or to the Unit or Residence however caused. No Owner, tenant or occupier of a Unit or Residence shall be entitled to claim or shall 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 to any part of the Parcel or non-residential unit created by any re-division plan.