ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

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THE CONDOMINIUM PROPERTY ACT

THE LAND TITLES ACT

NOTICE OF CHANGE OF BYLAWS

THE OWNERS: CONDOMINIUM PLAN NO. 8311181 (the "Corporation") certifies that by a Special Resolution passed with effect as of the 29th day of May 2007, the By-Laws applicable to all of the Units and the Common Property on Condominium Plan No. **8311181** were repealed and replaced by the By-Laws which are attached as Schedule "A" to this Notice.

Dated this 29th day of May 2007.

THE OWNERS: CONDOMINIUM PLAN NO. 8311181

K.G. Riley

Authorized Signing Officer

THE OWNERS CONDOMINIUM PLAN No. 8311181 CORPORATE Seal

THE OWNERS: CONDOMINIUM PLAN NO. 8311181

NOTICE OF CHANGE OF BYLAWS

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THE OWNERS: CONDOMINIUM PLAN NO. 8311181 WEST RIDGE MANOR

REPLACEMENT BYLAWS

Prepared By
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05/22/07

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BYLAWS

THE OWNERS: CONDOMINIUM PLAN NO. 8311181

These Bylaws have been enacted by The Owners: Condominium Corporation No. 8311181 (the "Corporation"), and upon the filing of these Bylaws with the Registrar at the Land Titles Office for Alberta, shall replace all of the existing Bylaws of the Corporation.

PART 1 - PROVISIONS RESPECTING OWNERS AND USE OF UNITS

1. Duties of Owners

Each Owner shall:

a. permit the Corporation to inspect their Unit from time to time, and permit the Corporation to maintain and repair any part of the Unit or facilities passing through the Unit which are capable of being used for the benefit of any other Unit, or any part of the Common Property. Each Owner shall further permit the Corporation access to the Unit for the purpose of maintaining or repairing any part of the Common Property, or anything growing on or placed on any part of the Common Property or for the purpose of doing any work for the benefit of the Project generally. Each Owner shall further permit the Corporation and or Management to inspect the Unit from time to time for the purpose of ensuring that the Bylaws are being observed. Any such inspection or maintenance or repair shall be done at reasonable times, and on notice to the Owner except in case of emergency when no notice is required;

b. comply with and cause all their tenants, family, visitors and other occupants of their Unit to comply with the Bylaws and any other resolutions of either the Corporation or of the Board of Directors;

c. pay to the Corporation when due all Common Expenses and other amounts levied or assessed against their Unit, together with interest on the amount outstanding from time to time, at the Rate of Interest as defined herein;

d. carry out all work that may be ordered by any municipality or public authority in respect of the Unit, other than such work as may be for the benefit of the Project generally;

e. pay all taxes, utilities or other charges that are due and owing in respect of the Unit;

f. not use or permit the Unit to be used in anyway which may be illegal or injurious, or that will cause nuisance, hazard or injury to any occupier or visitor to any Unit;

g. notify the Corporation immediately of any change of address of the Owner, or of any change of ownership of the Unit or of any mortgage or other encumbrance being placed on or removed from the title of the Unit;

h. not do nor permit anything to be done in the Project or bring or keep anything onto or into the Project or the Unit which will in any way increase the rate of fire insurance premiums on any building comprising part of the Condominium Plan;

i. not store in any enclosed space, whether inside or outside their Unit, including any garage or Exclusive Use Area, any supplies of LPG (propane or butane) or other similar compressed gasses which are intended for use in BBQ's, vehicles or other similar equipment. Any such materials shall be kept in a well ventilated part of the respective Exclusive Use Areas;

j. not breach any laws relating to fires or with the regulations rules or Bylaws of any municipal or governmental agency, nor breach any insurance policy upon any part of the Units or the Common Property;

2. Occupation and Use of Units

An Owner shall:

a. Keep their respective Units in a clean and safe condition. This obligation extends to keeping all of the appliances that are located in the Unit in a clean and safe condition;

b. Keep all plumbing and electrical systems in the Unit in a clean and safe operating condition, but this obligation does not extend to the maintenance of plumbing or electrical systems which service both the Unit and other Units, unless the repairs are required due to any failure of the owner to properly maintain their Unit. If the Owner fails to repair and maintain their respective Units as required, the Board may give 10 days' notice in writing to the Owner that the repairs or maintenance must be done within the time period specified in the notice. If the repairs or maintenance have not been performed completely by the end of the specified day period, then the Corporation may carry out the necessary repairs or maintenance at the cost of the Owner, and take such other action, and seek such remedies as are available to it by law or pursuant to the provisions of these Bylaws; In case of emergency, the Board may carry out the repairs, at the cost of the Owner, immediately, without the requirement to give any notice;

c. Not use their Unit for any purpose that may be illegal or injurious to the buildings on the Project;

d. Not permit the Unit to be occupied except as a residence or except for a purpose permitted under this bylaw. In all events a two-bedroom Unit shall be occupied by no more than 4 adult persons (no more than 2 of whom may be roomers), and a three-bedroom Unit shall be occupied by no more than 6 adult persons (no more than 2 of whom shall be a roomer). A roomer for the purpose of this bylaw is an adult to whom a room in the Unit is supplied for compensation to the Owner and a boarder for the purpose of this bylaw is an adult to whom a room and meals are supplied in the Unit for compensation to the Owner;

e. Not permit the Unit to be used in whole or in part for any commercial or professional purpose other than those which are approved by the Board and are permitted under the By Laws of the City of Lethbridge, provided further in both cases that such occupation does not increase the traffic to and from the common property of the Corporation;

f. Not permit any structural alteration to be made to the outer boundary of any Unit, including walls (whether partition walls, bearing walls or otherwise), ceiling, floor, or to any exterior door or window of any Unit except as set out in these Bylaws. In the event that an Owner should wish to make renovations to their respective Units, then the Board's consent shall be first had and obtained in writing and the Board may give its consent or withhold consent as it sees fit in the circumstances, or consent with such conditions as it sees fit in the circumstances. In any event, if consent is given, then the following provisions must be met as a minimum, plus such others as the Board may determine:

   i. The Owner shall give detailed drawing of the proposed renovation, and

   ii. If any services which are shared by any other Unit or the common property is affected, then certificates from such experts as are required to confirm how such service will be affected by the proposed change, and

   iii. Copies of any required permits, such as building permits.etc,

   iv. Copies of any final plans showing the changes after the renovations are completed, drawn on an "As Built" basis, and

   v. If requested by the Board, advice from any professional engineer or similar person, that any common property affected will not be adversely affected, and

   vi. Course of construction insurance, if applicable, and

   vii. An agreement that the work will only be done between the hours of 8:00 am to 8:00 pm, and

   viii. That adequate arrangements have been made to remove debris from the complex, and keep the common property in a clean and neat condition, both after the renovation as well as while the work is being done. No renovation debris is to be disposed of in any garbage containers 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

   ix. Such other requirements as the Board may require.

g. Not make any changes in any of the gas lines, the plumbing or electrical system within or outside any Unit without the consent of the Board, and if consent is given, then the owner shall deliver to the Board such permits and drawings as the Board may require;

h. Not permit water to be left running, unless in actual use, in any Unit;

i. Not allow any signs, billboards, notices or other advertising matter of any kind to be placed on any part of the exterior of a Unit or the Common Property, or inside the Unit where it would be visible from the exterior of the Unit.

j. Not keep any pet in the Unit or on the Common Property at any time without the permission of the Board. If a pet is permitted, the owner shall keep proper control and care of any pet and not permit such pet to become a nuisance to any other Owner in the Project;

k. Not permit any articles belonging to their household to be left outside their respective Units when not in actual use, and each owner will comply with all reasonable requests of the Board that bicycles, toys and like articles belonging to the Owner's household be put away inside such Owner's Unit, or such other place as the Board may permit from time to time, when not in actual use;

l. Ensure that the part of any window coverings that are visible from outside the Unit are of a color or material acceptable to the Board from time to time;

m. Not permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the common property or on the real property of the corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers partitions, awnings, shades, or screens or any other matter or thing without the consent in writing of the Board first had and obtained.

n. The building is designed and functions best as an adults only building and that while children are not prohibited, due to the nature of the buildings and existing clientele, owners/tenants with small children are not encouraged. Occupants with children will be subject to the approval of the Board of Managers.

3. Use and Enjoyment of the Exclusive Use Areas

The Owner of each Unit shall have the right to the exclusive use and enjoyment of the exclusive Use Areas in respect of their Unit.

4 Exclusive Use

The Owner of a Unit has no right to use any Exclusive Use Area of any other portion of the Common Property designated by the Corporation or Board for the exclusive use of the Owner of any other Unit;

5. Care and Maintenance of the Exclusive Use Areas

Each Owner shall keep and maintain all parking units assigned to them, in neat and clean condition, and shall remove any oil stains, or other stains on the parking area caused or attributable in any way to the activity of the Owner, or any vehicles or equipment owned or leased by them or under their control. Each owner shall repair any damage caused to their respective parking areas caused by themselves or by anyone under their control, or for whom they're responsible. No Owner shall construct any improvements on any part of their respective Parking Units.

6. Light Bulbs

Each Owner or Occupant shall maintain and replace all light bulbs on the exterior of the Units as well as inside the Unit, and pay the costs of operating such light fixtures, except where such lights are considered by the Board to be part of the security and or common area lighting, in which case those lights shall be maintained by the Corporation.

7. Light Fixtures

Each Owner Occupier shall maintain and replace the light fixtures on the interior and exterior of their respective units, and if requested by the Board, at the cost of the Owner, replace such fixtures with similar fixtures as may be approved from time to time by the Board, but this obligation shall not extend to security lights placed by the Corporation from time to time and which are intended to light the Common Property for the general protection of all.

8. Other Improvements

Any and all improvements made to the Exclusive Use Areas (if permitted by the Board) shall be maintained by the respective Owners, including any replacement of such improvement at such time as the Board may determine. Any improvement to the Exclusive Use Areas shall only be done with the consent of the Board and to the colors and specifications approved by the Board. The Board may determine at any time, that an improvement shall be removed by an Owner and in such case the Owner shall cause the improvement to be completely removed within such period as may be set out in the notice, and the common property returned to a safe condition, all at the costs of the Owner.

9. Sidewalks Roadways and Walkways

The sidewalks, walkways, passages, driveways and parking areas shall not be obstructed by any Owner, their family, guests, tenants or visitors (except for any Exclusive Use Area of such Owner) or used by them for any other purpose than for ingress or egress to and from their respective Units.

10. Satellite Receivers

No Owner shall install on the exterior of their Unit or on any part of the common property, any satellite receiver(s) or similar equipment, but the Board may from time to time, permit such equipment, subject to any rules restrictions or guidelines that it may establish from time to time.

11. Landscaping and Other Common Property

Owners shall not damage any of the assets of the Corporation, nor deposit any litter on any part of the Common Property, except for the deposit of garbage in the approved receptacles.

12. Undue Noise or Disturbance

Owners shall not make undue noise or disturbance and shall use and enjoy the Common Property in a reasonable manner so as to not unduly interfere with the use and enjoyment of the Common Property by other owners or their families or visitors.

13. Damage to Common Property

Each Owner shall be responsible for damage caused by any willful or negligent acts of himself, members of their family, their invites, their tenants, contractors, licensees or agents that are not required by these Bylaws to be insured against by the Corporation. Should any Owner fail to repair in a manner satisfactory to the Board or Manager those items so damaged as aforesaid, after Ten (10) days' written notice to do so given by the Board or its representative, then the Board or Manager may do or cause to be done such repair. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labor, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs, plus interest at the Interest Rate from the date of demand therefor until paid. The Board or Manager may use all or any of the remedies open to it to recover such monies for the Corporation, and such monies shall be a charge upon the Unit to the same extent as they would be if there were Common Expense charges assessed upon their Unit.

14. Structures on or Use of the Common Property

Subject to what is set out elsewhere in this bylaw, no structure, whether permanent or temporary shall be placed on the Common Property by any Owner, without the consent of the Board of Directors.

15. Personal Property

The Corporation is not responsible for any damage or loss by or to any property of any kind in the parking areas provided in the Common Property, nor is it responsible for any loss or damage to any contents in any Unit. The insuring of all contents or betterments within the Units is the responsibility of the individual Owners.

16. Sales

No auction sale or other sale shall be held in or adjacent to any Unit, without the consent of the Board.

17. Parking Areas and Motor Vehicles/Trailers

The parking areas shall be governed by the following:

a. Any vehicle contravening these provisions may be removed by the Corporation or by the City of Lethbridge.

b. In this provision, a motor vehicle shall include passenger automobiles motorcycles SUVs minivans or the like, and includes any trucks or cargo vehicles rated to carry not more than 2,000 pounds. A reference to a motor vehicle does not include recreational vehicles, tent trailers and the like. A commercial vehicle shall be included only if it is of a size and type approved by the Board.

c. No motor vehicle shall be driven on any part of the property other than on a driveway or parking area.

d. No motor vehicle, trailer, snowmobile, machinery or other equipment of any kind shall be parked on any part of the Common Property other than as set out in these Bylaws.

e. No major repairs or adjustments to any vehicles, machinery or other equipment may be carried out on any part of the Common Property.

f. No owner or occupier of a Parking Unit shall use it other than as a parking area unless approved in writing by the Board of the Condominium Corporation

18. Duties of the Corporation

The Corporation shall:

a. except where the obligation is that of the Owners under these Bylaws, control, manage, maintain and administer the Common Property, all chattels and other property whatsoever owned by the Corporation for the benefit of all of the Owners and for the benefit of the Project. This obligation includes the maintenance and repair of all pipes, wires, cables, ducts, conduits, plumbing, sewers and parking areas and other facilities for the furnishing of utilities for the time being existing in the Project and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;

b. maintain and keep in a state of good repair all of the Common Property except those parts that are to be maintained or replaced by the Owners under any provision of these Bylaws;

c. Not make any significant change to the appearance of the buildings in the Project without obtaining a Special Resolution of the Owners authorizing such changes. For clarity, the following are not significant changes:

   i. normal maintenance and repair of the common property;

   ii. changing the color of parts or all of the Common Property

   iii. changing the landscaping on the Common Property, if such change does not entail an expenditure of more than $15,000.00;

   iv. the repair and replacement of any playground equipment;

   v. replacing roofing materials.

d. Repair and replace any doors or windows in the event that any of them needs to be repaired or replaced, at the cost of the Corporation. Any such repair or replacement shall be done in such manner and to such specifications relating to quality, colors and styles as are approved by the Board, such that the appearance of the buildings can be kept consistent. In this provision, a reference to a door or a window applies whether the door or window is part of an interior or exterior boundary wall of the Unit, and further:

   i. a reference to a door, includes the door, the door frame and the door assembly components and includes the door casing, trim or moldings, and

   ii. a reference to a window, includes the glazing, the window frame and the window assembly components, if any, and includes the window casing, trim or moldings.

   Provided however that in the event that the doors and windows are damaged in any manner by the Owner or anyone for whom the Owner is responsible, then such repairs or replacements shall be at the cost of the Owner.

e. Within 10 days of receiving a written request made by an owner, purchaser or mortgagee registered against a Unit who has notified the corporation of such mortgage, or the duly authorized agent of such Owner, purchaser or mortgagee and upon payment to the Corporation of the costs of reproducing and providing copies of same, as determined from time to time, provide such person, with the documents required by the Act, including without limitation the following:

   i. a statement setting forth the amount of any contributions due and payable in respect of a Unit;

   ii. the particulars of:

   iii. any action commenced against the Corporation and served on the Corporation;

   iv. any unsatisfied Judgment or Order for which the Corporation is liable; and

   v. any written demand made on the Corporation for an amount in excess of $5,000.00 that, if not met, may result in an action being brought against the Corporation;

   vi. the particulars of or a copy of any subsisting management agreement;

   vii. the particulars of or a copy of any subsisting recreational agreement if any;

   viii. a copy of the budget, if any, of the Corporation;

   ix. a copy of the most recent financial statement of the Corporation;

   x. a copy of the Bylaws of the Corporation;

xi. a copy of any Minutes of proceedings of a General Meeting of the Corporation or of the Board;

xii. the amount of the reserve fund;

xiii. the amount of the monthly contributions payable in respect of the Unit, and

xiv. Any lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property, including a parking stall.

f. with respect to any documents which the Corporation supplies, produces, or provides, as required by the Act or by these Bylaws, the Corporation may charge a reasonable fee to be set by the Board from time to time for compensation for the expense incurred;

g. call a General Meeting of the Owners within the times prescribed in the Act, which date shall not be more than fifteen (15) months after the conclusion of the immediately preceding Annual General Meeting of Owners;

h. provide adequate garbage receptacles on the Common Property for use by all of the Owners, and provide for regular collection of such receptacles;

i. provide and maintain in full force all such insurance as is required by the Act and by the provision of these Bylaws;

j. Assign parking spaces for the use of visitors to the Project and establish such rules as are required from time to time to govern the use of such spaces.

19. Powers of the Corporation

In addition to the powers of the Corporation set forth in the Act, the Corporation may:

a. acquire personal and/or real property for use by the Owners in connection with their enjoyment of the Common Property or their Units or any of them;

b. without the approval of the Owners, borrow monies required by it to carry out it's duties but any such borrowing outstanding at any time shall at no time exceed an amount equal to 10% of the revenues forecast in the most recent approved budget of the Corporation. Any borrowing in excess of such limits may only be made if approved by an ordinary resolution of the Owners at a meeting of the Corporation;

c. grant security over the assets of the Corporation to secure any funds borrowed by it;

d. invest in trustee securities any monies on deposit that are not required for the day to day operations of the Corporation;

e. provide amenities or services to any Owner of a Unit on such terms as the Corporation sees fit;

f. levy assessments against the Owners and otherwise use the funds raised as Common Expenses for the purposes established by the Corporation from time to time;

g. do all things reasonably necessary for the enforcement of the Bylaws and for the control, management and administration of the Common Property and any part of the Units with which it may be concerned including the imposition of a penalty to a maximum of $10,000.00 or such greater amount as may be permitted under the Act, and as may be set by the Board from time to time for each contravention of a bylaw by an owner or tenant. The Board, on behalf of the Corporation, is authorized to commence and prosecute such proceedings and compromise, settle, withdraw from and give releases and quit claims in respect of any such action as it sees fit;

h. impose and collect damage deposits pursuant to Section 53 of the Act, give notices to give up possession of a Unit under Section 54 of the Act, and apply, by Originating Notice to a court, for an Order for Possession pursuant to Section 55 or Section 56 of the Act;

20. Duties of the Board

The Board shall:

a. Exercise all of the powers of the Corporation, unless these Bylaws or the Act provide that such power is to be exercised by the Owners;

b. Cause Minutes to be kept of its proceedings, and of any special or general meeting of the Owners. The original copies of such minutes are to be approved by the Board and signed by the chair and the secretary of the respective meeting and retained in the minute book of the Corporation which shall be kept in the custody of the Secretary of the Corporation or other designate;

c. Cause adequate accounting records to be kept in respect of all budgets, investments, receipts and expenditures of the Corporation and make a comprehensive report on the financial affairs of the Corporation at each Annual General Meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the Treasurer. The financial records shall be kept in the custody of the Treasurer or with such other person as the Board may determine from time to time;

d. On the application of any Owner or first Mortgagee who has advised the Corporation in writing of such mortgage, or any person authorized in writing by them, make the books of account and all minutes of the meetings of the Board and of the Corporation available for inspection at all reasonable times;

e. Assess each Owner for their respective levies for Common Expenses and reserve funds;

f. Enforce payment of any levies for common expenses, reserve funds or any other amounts due to the Corporation for any reason;

g. Consider, and if it is appropriate in the opinion of the Board, employ a manager to supervise, manage, carry out and perform any and all of the duties of the Corporation as the Board may determine from time to time. The performance of the Manager shall at all times be subject to the control and direction of the Board. Any Manager shall be bonded for at least one year's projected expenditures, unless otherwise decided by the Board or decided at a General Meeting;

h. Meet as often as is required to conduct the business of the Corporation. In addition, the Board shall meet when any member of the Board gives the other members at least 7 clear days notice of a meeting, provided that the notice specifies the matters to be dealt with at such meeting. At such meetings the Board shall deal with the items set out in the notice and any other matters that come before the meeting, whether specified in the notice or not;

i. Cause to be prepared and sent out to each owner and to each mortgagee who has notified the Corporation in writing of their mortgage, a copy of the financial statements of the Corporation within 90 days of the end of the fiscal year end of the Corporation;

j. Within 30 days of the Annual General Meeting of the Members, file at the Land Titles Office a notice in the prescribed form stating the names and addresses of the members of the Board;

k. Within 15 days of a person becoming or ceasing to be a member of the Board, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of that person and the day that person became or ceased to be, as the case may be, a member of the Board;

l. File or cause to be filed at the Land titles Office a notice in the prescribed form of any change in the address for service of the Corporation;

m. Maintain such bank accounts as are required to be maintained in accordance with the provisions of the Act.

21. Powers of the Board

In addition to any powers that are granted to the Board by the Act or by operation of Law, the Board shall:

a. employ such persons or corporations as it thinks fit to better carry out its duties;

b. subject to any resolution of the Owners, delegate to one or more of its members any of its powers and duties as it thinks fit, and at any time revoke such delegation;

c. subject to any restriction imposed or direction given in a resolution passed at a general meeting, be exercised and performed by the Board of the Corporation.

22. Convene Annual General Meeting

The Board shall, once each year, convene an Annual General Meeting of the Owners, which meeting shall be convened within 15 months of the conclusion of the immediately preceding

Annual General Meeting.

23. Preparation of Financial Statements

The Corporation shall, in accordance with Generally Accepted Accounting Principles, prepare financial statements for the corporation's preceding fiscal year and an annual budget for the corporation's fiscal year that immediately follows the corporation's preceding fiscal year, and distribute copies of the financial statements and the annual budget to each ofthe owners.

PART 5 - FINANCIAL PROVISIONS

24. Common Expenses

The Corporation shall establish a fund for the administrative expenses sufficient, in the opinion of the Corporation, for the control, management, and administration of the common property for the payment of any premiums of insurance and for the discharge of any other obligation of the Corporation. The Common Expenses of the Corporation include, among others, the following:

a. all levies or charges on account of electricity, water, gas and fuel services supplied to the Corporation;

b. all management fees and disbursements;

c. all expenses on account of landscaping, maintenance and snow and ice removal from Common Property;

d. all funds allocated and set aside as reserves for future repairs and replacements of Common Property and portions of Units or buildings, the repair or replacement of which is the responsibility of the Corporation;

e. all expenses for maintenance and repair of those portions of each Unit for which the Corporation is responsible;

f. all expenses for maintenance and repair of the Common Property, unless such costs can be attributed to and are actually collected from any person;

g. all premiums or other expenses relating to any insurance placed by the Corporation;

h. the costs of any cable service or similar systems for distributing electronic signals to all units, if such service is supplied by the Corporation or supplied under a contract with the Corporation. In the event that such services are contracted for a particular building, then such costs shall be allocated among the Owners of that building only;

i. all expenses relating to any consulting, professional and servicing assistance required by the Corporation, including, without limiting the generality of the foregoing, all legal and accounting fees and disbursements;

j. All expenses incurred by the Corporation with respect to any community associations relating to membership dues or assessments, special assessments or any other costs relating to the same.

25. Assessment For Common Expenses

a. At least Thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the amount of the Common Expenses and contributions that need to be made to the Capital Replacement Reserve Fund that will be incurred or required in the next calendar year (the "Estimated Common Expenses"). The Board shall assess each year's Estimated Common Expenses to each of the Owners in proportion to their respective unit factors as shown on the Condominium Plan, unless the Bylaws provide for a different manner of allocation, in which case the allocation shall be made in accordance with these Bylaws. The Corporation shall be liable for the amount of any assessment against any Units owned by the Corporation. Each Owner shall be obligated to pay any and all assessments made pursuant to this provision to the Board or to the Manager, or to the bank account of the Corporation as the Board may direct from time to time. Payments shall be made in equal monthly installments on or before the first day of each month during the calendar year for which such assessment is made, or in such other reasonable manner as the Board shall decide from time to time.

b. Each Owner shall pay interest on all assessments or payments in arrears at the Rate of Interest, as defined herein or $50.00 per month whichever is greater. Arrears are defined as payments due and not paid within 30 days of the due date.

c. The Board may at any time and from time to time levy a further assessment or such further assessments as are required in the same manner as set out in this By-Law.

d. The omission by the Board before the expiration of any year to fix the assessments for the next year shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws nor will such failure release any Owner from their obligations to pay the assessments. In such an event, the monthly installments fixed for the preceding year shall continue until new assessments are levied. No Owner can exempt himself from liability for their contributions towards the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning their Unit.

26. Starting Date for Assessments - Deleted

27. Default and Lien for Unpaid Assessments

a. The Corporation has a lien and charge upon the Unit of each Owner for any unpaid assessment, and for any other monies owing to the Corporation by the Owner, including interest on any arrears, and including any reasonable costs of collecting such debts including legal costs on a solicitor and client basis;

b. The lien shall be a first paramount lien and charge against such estate or interest;

c. The Corporation may file a caveat against the title to the Unit or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment for so often as there shall be any such unpaid assessment;

d. Each unpaid assessment, installment or payment of an Owner shall be a separate, distinct and personal debt and obligation of the Owner and collectible as such;

e. Any action, suit or proceeding to recover such debt or to realize on any judgment shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same;

f. In the event that any Owner has been in arrears of payment of any monthly common expenses to the Corporation for more than one month, the Board may require such Owner to pay in advance the balance of the common expenses due for the remainder of that calendar year, and may require the Owner to pay in advance the whole each future years common expenses on the first day of each such year;

g. If a person other than the owner is in possession of a Unit and pays rent to the owner in respect of the Unit, and the monthly contributions payable in respect of that Unit are in arrears, then the corporation may require the persons in possession of the Unit to pay the rent owing to the owner in respect of that Unit to the corporation for the purposes of applying that rent against the monthly contributions that are in arrears.

28. Assessments on Basis Other than Unit Factors

The Board may determine that the common expenses of the Corporation may be levied on the owners on a basis other than Unit Factors, and such basis may include, among others:

a. On the ratios of the relative square footage of the living areas of each of the Units, with the definition of living area to be determined by the Board, or

b. On the ratios of the respective square footage of the footprints of the buildings constructed on each Unit, or

c. In the ratios of the Unit Factors, or

d. On such other basis as the Board may determine from time to time as being fair and equitable in the circumstances.

29. Reserve Funds

The Corporation shall establish and maintain a capital replacement reserve fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of:

a. any real and personal property owned by the corporation, and

b. the common property,

where the repair and replacement is of a nature that does not normally occur annually.

c. Funds shall not be removed from the reserve fund unless:

i. such removal of funds is authorized by a Special Resolution, (but no Special Resolution is required with respect to the repair or maintenance or replacement of any components of the Common Property, which repair maintenance or replacement is included in the current Reserve Fund Study and Plan) and

ii. After the removal of the funds pursuant to the Special Resolution, there are sufficient funds remaining in the Reserve Fund to provide for major repairs and replacements of any real and personal property owned by the corporation, and the common property.

d. The money in the Reserve Fund is 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 owners and the property cease to be governed by the Act.

30. **Tenants and Occupiers**

An Owner who leases or grants possession of their Unit to any tenant or occupier shall:

a. first give written notice to the Corporation of their intent to rent their Unit, which notice shall include the address at which he may be served with any notice which may be given by the Corporation pursuant to the Act, and which notice shall also set out the amount of rent to be charged for the Unit to the tenant or occupier of the Unit;

b. give written notice to the Corporation of the name of the tenant residing in or proposed to reside in their Unit within Twenty (20) days from commencement of the tenancy;

c. within Twenty (20) days of ceasing to rent their Unit, the Owner shall give the Corporation written notice that the Unit is no longer rented;

d. cause the tenant or occupier to undertake in writing to be bound by and comply with the Bylaws of the Corporation; and deliver an original signed copy of such undertaking to the Corporation;

e. if requested by the Corporation, pay to it a damage deposit not exceeding an amount equivalent to one month's rent charged for their Unit;

f. PROVIDED THAT nothing in this paragraph shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws for all persons using or occupying their Unit.

31. **Duties of Directors**

Every member of the Board of Directors exercise the powers and discharge the duties of the office of member of the board honestly and in good faith.

32. **Validity of Acts**

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

33. **Eligibility and Number**

a. The Board shall consist of not less than 5 Directors or such other number as the Owners may determine from time to time.

b. It is the intent that as the project consists of 2 buildings at least 2 of the Directors should be from each of the 2 buildings, but such representation is not mandatory but is to be encouraged. It is equally the intent, but it is not mandatoy, that at least one of the Directors should be one who actually resides in the project.

c. The terms of all Directors, elected under the terms of these bylaws, shall terminate at the conclusion of the next following Annual General Meeting of the Condominium Corporation.

d. At each Annual General Meeting if fewer than the required number of directors are elected, then the elected directors shall have authority to fill the vacancies such that a full complement of directors shall be in office at all times.

e. Ownership of a Unit, or being the spouse of an Owner of a Unit, or in the case of a Unit which is owned by a corporation, being a Director or Officer of the Corporation is a necessary qualification for election to and membership on the Board, and any person who has attained the age of majority shall be eligible for nomination and election to the Board, PROVIDED THAT no Owner (or the corporation if a corporate owner) who, at the time of the elections, is indebted to the Corporation for an assessment or assessments which are more than 30 days overdue shall be eligible for election or membership on the Board.

f. If a Unit has more than one (1) Owner, only one (1) such Owner may sit on the Board at one time.

g. At an election to the Board, each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.

34. **Conflicts of Interests**

Where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that person:

a. Shall declare to the board that person's interest in the agreement, arrangement or transaction

b. Shall not vote in respect of any matter respecting that agreement, arrangement or transaction, and

c. Shall not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction.

35. **Removal or Disqualification From the Board**

The Corporation may, by resolution at an Extraordinary General Meeting, remove any member of the Board before the expiration of their term of office and appoint another person in their place to hold office until the next Annual General Meeting. The Board may, by an ordinary resolution, declare the office of a member of the Board vacated if such member:

a. becomes insolvent or falls more than 30 days into arrears in payment of any installments or payments required to be made by him as an Owner as herein set forth;

b. becomes of unsound mind or mentally incompetent, or a lunatic, or dies;

c. is convicted of an indictable offence;

d. resigns their office and communicates such resignation to an officer of the Corporation, whether verbally or in writing. Any such resignation is effective only upon it being communicated to the President, or if the resignation is of the President, then to the Secretary of the Corporation;

e. be absent from meetings of the Board for five or more meetings in any two year period;

36. **Vacancy**

Any vacancy on the Board may be filled until the next Annual General Meeting of the Corporation by ordinary resolution of the Board and any such appointee shall meet the qualifications set out in these Bylaws.

37. **Quorum for Meeting of the Board**

A quorum of the Board is a majority of the directors then in office. 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 notice of the meeting.

38. **Voting at Board Meetings**

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

PART 8 - PROVISIONS RESPECTING OFFICERS AND OPERATIONS

39. **Officers of the Corporation**

The Board shall from time to time elect a President and/or Chairman, Secretary and a Treasurer and may elect one or more vice-presidents.

40. **Duties of the Officers**

The duties of the Officers of the Corporation shall be as determined by the Board from time to time.

41. **Seal of the Corporation**

The Corporation shall have a seal which shall be used as authorized by resolution of the Board and in the presence of at least two (2) members of the Board who shall sign the instrument to which the seal is affixed. PROVIDED THAT the corporate seal may be affixed to Estoppel Certificates under the hands of either the manager retained by the Corporation or two (2) members of the Board.

42. **Signing Authorities**

The Board shall determine, by resolution from time to time, which officer or officers shall sign cheques, drafts, or other instruments and documents not required to be under corporate seal, and may authorize the Manager to sign cheques.

43. **Indemnity of Directors and Officers**

No Director or Officer of the Corporation shall be liable for the acts, receipts, neglect or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by, for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or wrongful act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on their part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of their office or in relation thereto, unless the same shall happen through their own dishonesty, fraud, willful neglect or willful default.

44. **Procedure Relating to Meetings**

a. All meetings of the Board and General Meetings shall be conducted according to the parliamentary rules of procedure.

b. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

c. The Board may, whenever it thinks fit, convene an Extraordinary General Meeting. The Board shall upon a requisition in writing made by persons entitled to vote representing twenty five (25%) percent of the total unit factors for Units, convene an Extraordinary General Meeting. The Board will convene Annual General Meetings as and whenever required by the provisions of these Bylaws.

d The Board shall give at least thirty (30) days' notice of every Annual General Meeting or Special General Meeting, specifying the place, the date, and the hour of meeting and, in case of special business, the general nature of that business, to all Owners and Mortgagees who have notified their interests to the Corporation, but accidental omission to give that notice to any Owner or to any Mortgagee or non-receipt of that notice by any Owner or any Mortgagee does not invalidate any proceedings at any such meeting.

e. All business that is transacted at an Annual General Meeting, or any Special or Extraordinary Meeting of the owners shall be resolved by an Ordinary Resolution, unless these Bylaws or the Act require that the matter be approved by a Special Resolution.

f. The President, and in their absence, the Vice-President (if any), of the Corporation shall act as Chairman of the meeting. In the absence of both the President and Vice-President, then at the commencement of the meeting, a Chairman of the meeting shall be elected.

g. If within one-half hour from the time appointed for any Special or Annual General Meeting a quorum is not present, the meeting shall stand adjourned for 30 minutes at which time it shall be convened again, and at such time, the persons entitled to vote, who are present, constitute a quorum.

h. A resolution of the Board, in writing, signed by all of the members of the Board shall be as effective as a resolution passed at a meeting of the Board, duly convened and held.

i. At any meeting of the Board or of the Owners, the Chairman of the meeting shall have their regular vote, but shall not have a casting or deciding vote in the event of a tie.

45. **Location of Annual General Meeting**

All annual General Meetings of the owners shall be held within the City of Lethbridge, unless a majority of the Owners, by means of an Ordinary Resolution, passed at the corporation's Annual General Meeting agree to hold the meetings in another location.

PART 9 - PROCEDURAL MATTERS AT OWNERS MEETINGS

46. **Procedural Matters**

At any meetings of the Owners, the following provisions shall govern the conduct of the Meeting:

a. At any meeting of the Owners a quorum is persons entitled to vote, present in person or by proxy, representing no less than 12 of the Units in existence at the time that notice of the meeting is delivered;

b. At any meeting of the Owners, a resolution moved or proposed at the meeting shall be decided on a show of hands, unless a poll is demanded by a person entitled to vote. Unless a poll is 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 favor of or against such resolution. A demand for a poll may be withdrawn;

c. A poll, if demanded, shall be taken in such manner as the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded;

d. On a show of hands, each person entitled to vote shall have one vote, on a poll, the votes of persons entitled to vote shall correspond to the unit factors for the respective Units. Except for those matters requiring a Special Resolution, all matters shall be determined by an Ordinary Resolution;

e. On a show of hands or on a poll, votes may be given either personally or by proxy, and on a show of hands, the person entitled to vote and voting may indicate that he is showing hands with respect to a number of votes, and the votes shall be so counted;

f. An instrument appointing a proxy shall be in writing under the hand of the appointee or their attomey, and may be either general or for a particular meeting. A proxy holder need not be an Owner or Mortgagee. To be used at a meeting the Proxy must be delivered to the Chairman of the meeting at any time prior to the meeting being called to order by the Chairman;

g. There are no restrictions or limitations on the right to vote other than the following:

   I. such restrictions (if any) as are set out in the Act;

   ii. where an Owner's interest in a Unit is subject to a registered mortgage, a power of voting conferred on the Owner by the Act or these Bylaws may be exercised as follows:

      (1) first by the mortgagee, if any that is first entitled in priority, if that mortgagee has notified the corporation of the mortgage in writing and is present at the meeting at which the vote is conducted;

      (2) second by the Owner;

      (3) third, and subsequently, in order of their priority among themselves, by any other mortgagees who are subsequent in priority to the mortgagee referred to in (1) above if the subsequent mortgagee wishing to exercise the power of voting has notified the corporation of the mortgage in writing and is present at the meeting at which the vote is conducted;

   iii. (ii) shall not apply unless the mortgagee has given written notice of their mortgage to the corporation at the Corporation's address for service;

   iv. Neither an Owner nor a Mortgagee is entitled to exercise the power of voting where

      (1) (a) any contribution payable in respect of the Owners Unit, or

      (2) (b) any other obligations are owing to the corporation in respect of the

owners Unit or the common property, is in arrears for more than 30 days prior to the day that the power of voting may be exercised.

v. Co-Owners may vote by proxy jointly appointed by them and, in the absence of such a proxy, are entitled to vote on a show of hands, except when a unanimous resolution of Owners is required by the Act. Any one Co-Owner may demand a poll, and on any poll, each Co-Owner, or any person holding a proxy from such Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to their interest in the Unit;

vi. Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if their interest is mortgaged, by the registered First Mortgage notified to the Corporation by the Mortgagee under such mortgage) is alone entitled to vote, whether on a show of hands or a poll, and this By-Law is applicable whether or not a unanimous resolution of Owners is required;

vii. 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 the latter may not vote;

47. **Insurance**

With respect to all buildings and other fixed improvements comprising the Condominium and all chattels and other property belonging to the Corporation or forming part of the Common Property, the Board shall obtain and maintain insurance for the following coverages:

a. Fire;

b. Leakage from fire protective equipment;

c. Lightning;

d. Smoke;

e. Windstorm;

f. Hail;

g. Explosion of natural, coal or manufactured gas;

h. Water damage caused by flood;

I. Water damage caused by sewer backup or the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, or air conditioning system or a domestic appliance that is located within an insured building;

j. Impact by aircraft, spacecraft, water craft and land vehicle;

k. Riot vandalism or malicious acts;

l. Any liability incurred by a member of the Board or an officer of the corporation arising out of any action of omission of the member or officer with respect to carrying out the functions and duties of a member or officer except as a result of a failure of the officer or director to discharge the duties of the office of member of the Board honestly and in good faith.

m. Any liability incurred by the corporation arising out of any action or omission of a member of the Board or an officer of the corporation with respect to carrying out the functions and duties of a member or officer;

n. Any liability incurred by the corporation arising out of a breach of duty as the occupier of the common property;

o. Any liability incurred by the corporation arising out of the ownership use or operation of any machinery, equipment, pressure vessels and vehicles.

p. coverage for such other perils as from time to time the Board shall deem advisable;

48. **Coverage for Units and their Contents**

The Corporation shall place and maintain insurance, similar to that on the common property, on all of the improvements and betterments made to the Units by the owners, provided that the Board is satisfied that it can obtain such coverage at reasonable rates. In the event that the Board cannot do so, then it shall promptly notify all owners to that effect such that the Owners will be able to effect such coverages on their own accounts. All Owners are responsible to place their own insurance coverage for liability coverage as well as insurance for all of their respective contents and chattels, and for any costs of relocation or repairs to their property. The Corporation shall not be responsible for any costs incurred by owners in relocating themselves or repairing their contents.

49. **Amount of Insurance**

With respect to all coverages to be maintained, the Board shall determine from time to time, the amounts of the individual coverages and in the case of replacement cost insurance, shall obtain such appraisals as they see fit in the circumstances.

50. **Depreciation**

The policies of insurance shall be placed and maintained for replacement cost value that provides that if the insured property is destroyed or damaged and the property is replaced or repaired, no deduction shall be made from the settlement for depreciation to the property.

51. **Contents of Policies**

To the extent that it is possible to do so, the policies ofinsurance shall contain:

a. a provision that no breach of any statutory condition or other condition of any policy by any Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance, and in the event of such breach by any Unit Owner or the Corporation, the insurance may only be subject to forfeiture or defense of breach of condition insofar as the separate interest of the person or party in breach are concerned;

b. Provisions that in no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their Mortgagees;

c. Provisions that all policies of physical damage insurance shall, if obtainable, contain provisions that if insurance is also placed by an owner, the insurance placed by the Corporation shall be deemed to be first loss insurance and the insurance placed by the owner of a Unit in respect of the same property that is insured by the corporation is deemed to be excess insurance.

d. Provisions that the policies shall not be invalidated based on any invalidity arising from any acts of the insured and of any rights of subrogation against the Corporation and the Owners or any of them, and

e. Provisions that such policies may not be canceled or substantially modified without at least Sixty (60) days' prior written notice to all of the insured, including all Mortgagees of Units who have given prior written notice to the Corporation of their interests.

f. Provisions that the policies shall also provide that the Corporation shall have the right at its sole option to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the condominium buildings and the determination by resolution of the persons entitled to vote or by order of any Court of competent jurisdiction in that behalf to terminate the condominium status of any property within the Condominium Plan, and the insurer's option to reconstruct the damaged premises shall be deleted or waived. The Corporation shall act as and be an agent on behalf of the Unit Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance effected by the Board;

g. Provisions that all policies of insurance required to be placed and maintained by the Corporation shall name as insured both the Corporation and the Owners from time to time of all Units within the Project;

52. **Insurance Appraisal Required**

Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal (or if an appraisal has been obtained, an update to the appraisal) from a qualified and reputable appraiser of real property of the full replacement value of the buildings and other improvements comprising or within the Condominium Plan, including all of the Units, all Common Property, and all property of the Corporation, and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws or the Act and suggested by the said appraisals.

53. **Notice of Damage to be Given**

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

54. **Other Insurance by Owners Permitted**

Nothing in this Part shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability. An Owner may, and upon the written request of their Mortgagee an Owner shall, carry insurance on their own Unit as permitted by the Act, PROVIDED THAT the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by any Unit Owner.

55. **Insurance Trustee**

The Board may appoint an insurance trustee.

56. **Payment of Deductibles**

In the event of any claim being made for damage to the Unit, then the Owner shall pay to the Corporation the amount of any deductible payable by the Corporation with respect to such loss, where in the opinion of the Board, the loss is attributable to any act or neglect of the Owner.

PART 11 - AMENDMENTS

57. **Amendment of Bylaws**

This By-Law may be added to, amended, repealed, or replaced by a Special Resolution of the Corporation and not otherwise. An amendment, repeal or replacement of a Bylaw does not take effect until the Corporation files a copy of it with the Registrar at the Land Titles Office, or such other place of registration as may be specified by the Act and the said Registrar has made a memorandum of the filing on the Condominium Plan or such other notice as may be required by the Act.

PART 12 - MISCELLANEOUS PROVISIONS

58. **Financial Statement**

The annual financial statements produced by the Board shall be audited by auditors appointed by the Board.

59. **Estoppel Certificates**

Any certificate as to an Owner's position with regard to Common Expense assessments or other debts owing to the Corporation, issued by the Corporation, signed by two (2) Board members or the Manager, or by any other person authorized by the Board, shall be deemed an Estoppel Certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, Purchaser or other person dealing with the Unit Owner. An error in a certificate shall not prevent the enforcement against the said Unit Owner of all obligations of the said Unit Owners, whether improperly stated in such Estoppel Certificate or not.

60. **Mortgagees Represented on Board**

No more than two (2) registered Mortgagees or representatives of them may be members of the Board at any one time.

61. **Notice of Default to Mortgagee**

Any Notice of Default sent to an Owner shall also be sent to all those Mortgagees holding registered mortgages of such Owner's Unit who have notified the Corporation of their mortgages and given an address for service.

62. **Notice**

Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served:

a. upon the Corporation if delivered to an officer or the Manager of the Corporation, if any, in which case service is effective when delivered to such Officer; or,

b. upon the Corporation if sent by prepaid registered mail to the Corporation at its registered address shown on the Condominium Plan in which case service is effective on the 5th day following posting of the notice; or

c. upon an Owner, by personal delivery to the Owner (and if there is more than one Owner, then to any one of such Owners) in which case service is effective when delivered to such Owner or part owner; or

d. upon an Owner by sending the same by prepaid registered mail addressed to the Owner at the municipal address of their Unit, in which case service is effective on the 5th day following posting of the notice; or

e. upon a Mortgagee of a Unit, by personal delivery to an officer or person in authority with the Mortgagee, if the Mortgagee is a corporation, in which case service is effective when delivered; or,

f. upon a Mortgagee by prepaid registered mail to the Mortgagee at the address given for service which has been given to the Corporation, or if none at the address shown on the mortgage document filed at the land titles office in which case service is effective on the 5th day following posting of the notice;

g. If there shall be an interruption of mail service, the notice shall not be deemed to have been received until the 5th day following restoration of normal mail service;

h. Any notice relating to amendments to this By-Law or relating to the winding up of the Corporation may be given personally or be given by prepaid registered mail addressed to the Mortgagee and service shall be effective as set out above.

I. Notice shall be sufficiently given to any Mortgagee or Owner if given to the persons shown on the registered titles to the Units, which were obtained by the Board under the provisions set out above. Any person who has acquired an interest after the titles were obtained and who notifies the Corporation of their interest, is also entitled to notice and to attend, but the times for giving notice to such persons is shortened to such period as is reasonable in the circumstances. In the event that the Corporation is aware of an error in the titles, it shall give notice to the persons set out on the titles and to such other parties that have an interest to the knowledge of the Corporation.

63. **Definitions and General**

The following definitions shall apply to all parts of these Bylaws :

a. "**Act**" shall mean the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended from time to time, and any statute or statutes which may be passed in substitution for or replacement thereof;

b. **"Board"** means the Board of Directors of the Corporation;

c. **"Bylaws"** mean these Bylaws of the Corporation, as amended from time to time;

d **"Common Expenses"** means all expenses incurred in performance of the duties of the Corporation and all expenses specified as common expenses in these Bylaws;

e. **"Common Property"** means so much of the Project and of the improvements made to it, including common roadways, Exclusive Use Areas, patios, parking lots, fences, and equipment rooms, decks, recreational facilities, as are not comprised in any Unit shown on the Condominium Plan;

f. **"Condominium Plan"** means the plan registered under the Act as Condominium Plan No. 8311181;

g. **"Corporation"** means the corporation constituted under the Act by the filing of the Condominium Plan, and where the context requires it, includes the Corporation acting through its servants, agents and other authorized persons or entities;

h. **"Exclusive Use Area"** in respect of a Unit means the area contiguous to each Unit that is a balcony, or if the Unit is at ground level, then an area that is marked out immediately adjacent to the Unit, for use as a patio only;

i. **"Manager"** means a person, firm or corporation appointed as manager, pursuant to the provisions hereof and any successor;

j. **"Mortgagee"** means the holder of a mortgage registered against the title to one or more Units which at any point in time shall be the first registered mortgage or charge against such title;

k **"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 entitled to exercise the powers of voting conferred by the Act or these Bylaws, or

ii. Signed by a majority of all 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 the Units;

l. **"Owner"** means the registered owner of a Unit and its related fractional interest in the Common Property as disclosed by the certificate of title for such Unit maintained at the relevant Land Titles Office;

m. **"Project"** means all the Units, the building or buildings, parking facilities, recreational facilities and all parts of the Common Property within the Project as outlined in the Condominium Plan;

n.. **Rate of interest**" means that rate of interest which, at any time, is the greater of 18% per annum, or the greatest rate of interest permitted from time to time under the Act or the *Condominium Property Regulation*, A.R. 168/2000, as amended. Interest shall commence to run on the 10th day following the due date of the debt to the Corporation, if such amount is not paid prior to 5:00 pm on such 10th day;

o. **"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 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;

p. **"Tenant"** means any person or persons in actual possession of a Unit other than the Owner of the said Unit;

q. **"Unit"** means an area designated as a Unit by the Condominium Plan and the Act;

r. **"Unit Factor"** means the unit factor for each Unit, as more particularly described on the Condominium Plan;

64. **Words and Expressions & Grammatical Changes**

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 are assigned to them in The Land Titles Act of Alberta, both as amended from time to time or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.

65. **Gender**

These Bylaws are to be read with all changes of number and gender required by the context.

66. **Headings**

The headings of these Bylaws are inserted for convenience of reference only and are in no way intended to affect, interpret, define or limit the scope, extent or intent of these Bylaws.

67. **Change of Name**

The name of the Corporation is changed to "Condominium Corporation No. 8311181"

I, Ken Riley the Secretary of the Corporation certify that on the 29th day of May, 2007, the preceding Bylaws were enacted as a Special Resolution by not less than 75% of all 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 the then existing Bylaws, and representing not less than 75% of the total unit factors for all the Units.

K.E. Riley

Secretary

THE OWNERS: CONDOMINIUM PLAN No. 8311181 CORPORATE Seal

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