

APPENDIX “D”
CURRENT BYLAWS

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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FORM 3
CONDOMINIUM PROPERTY ACT
SECTION 32
NOTICE OF CHANGE OF BY-LAWS

The Owners: Condominium Plan No. 0020672 (the "**Corporation**") hereby certifies that, by a special resolution passed on the 25th day of January, 2016, the by-laws of the Corporation were added to, amended or repealed as follows:

1. The by-laws of the Corporation registered as instrument number 002 259 904 at the Alberta Land Titles office are hereby repealed;
2. The by-laws attached to this notice as Schedule "A" are hereby enacted and adopted.

The seal of the Corporation was affixed on the 25th day of January, 2016, in the presence of Marvin Mutschler.

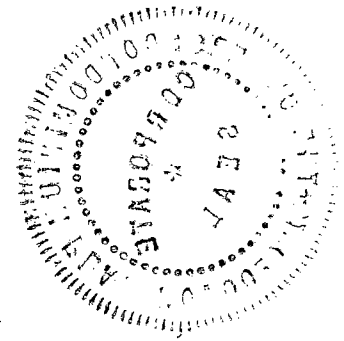


Director

(c/s)



5



Schedule "A"
Bylaws
(see attached)

SHEPHERD'S VILLAGE

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO.
0020672

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IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE
NORTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #002 259
904.

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

NOTE: These Bylaws have been passed by The Owners: Condominium Plan No. 0020672 for the purpose of repealing, replacing and substituting the Bylaws registered in the North Alberta Land Registration District as instrument #002 259 904.

SHEPHERD'S VILLAGE

BYLAWS OF THE OWNERS: CONDOMINIUM PLAN NO. 0020672

1. DEFINITIONS AND INTERPRETATION

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:

- a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- b) "Architectural Standards" means those specifications for exterior design and appearance of the Buildings and the Units as prescribed by the Board from time to time;
- c) "Bare Land Unit" means a Unit as defined in Bylaw 1. ee) below;
- d) "Board" means the Board of Directors of the Corporation;
- e) "Building" means any residential dwelling constructed on a Unit and forming an integral part thereof;
- f) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- g) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation, the Managed Property and the Common Property;
- h) "Common Expenses" (elsewhere commonly referred to as "condominium fees" or "special assessments") means the expense of performing the objects and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the Common Property or the Managed Property or expenses incurred by the Corporation behalf of all Owners;
- i) "Common Property" means all of the following from time to time: (i) Common Property Unit, and (ii) the personal property and equipment owned by the Corporation.

- j) "Common Property Unit" means any Unit or real property from time to time that is (i) not a Residential Unit, (ii) is owned or intended to be owned by the Corporation, and (iii) is for the use or benefit of the Owners;
- k) "Condominium Plan" means the bare land condominium plan registered at the Land Titles Office under the Act as No. 0020672, and also includes all subsequent condominium plans of redivision, including, without restriction, plan no.'s 0221044, 0620433 and 0925762;
- l) "Corporation" means the Corporation constituted under the Act by the registration of the bare land Condominium Plan whose legal name is "The Owners: Condominium Plan No. 0020672";
- m) "Developer" means Shepherd's Village Ministries Ltd. and its successors or assigns specifically designated as such by the Developer;
- n) "General Meeting" includes both annual and extraordinary General Meetings and means those meetings, held upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;
- o) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- p) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- q) "Managed Property" means such part or parts of the Units, as by its Bylaws, the Corporation is to administer, control, manage, maintain and repair as it would the Common Property, being the improvements to the lands within the boundaries of the Units, including the structure of the Buildings, foundations, roofs, decks, patios, driveways and such other parts of the Units to be managed, maintained and repaired by the Corporation as provided by its Bylaws;
- r) "Manager" means any property manager contractually appointed by the Board;
- s) "Municipality" or "Municipal" means Town of Valleyview;
- t) "Occupant" or "Tenant" means (i) a person present in or on, or a person in possession of a Unit or of the real property of the Corporation or the Common Property with the permission of an Owner or the Corporation, as

the case may be, whether or not the Occupant or Tenant is an Owner, and includes all family members, invitees, licensees, servants and guests of such Occupant or Tenant, and (ii) who is in occupation thereof in excess of thirty (30) days in any calendar year;

- u) “Ordinary Resolution” means a resolution:
 - i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;
- v) “Owner” or “Owners” means a person or persons who is or are registered as the Owner(s) of the fee simple estate or life lease in a Unit and where the term “Owner” is used in Bylaw 62, that term includes a Tenant;
- w) “Parcel” means the land comprised in the Condominium Plan;
- x) “Private Motor Vehicle” means cars, station wagons, light trucks up to three-quarter (3/4) ton size with single rear wheels, mini-vans, golf carts, motorcycles and sport utility vehicles;
- y) “Project” means all of the real and personal property and fixtures comprising the Parcel, land and Buildings which constitute the Units and Common Property;
- z) “Regulation” or “Regulations” means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- aa) “Residential Unit” means a Unit which is used or intended to be used for residential purposes, together Building constructed on that Unit;
- bb) “Senior” means a person who has attained his or her 55th birthday;
- cc) “Special Business” means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws; Special Business may or may not require to be passed by a Special Resolution;

- dd) “Special Resolution” means a resolution:
- (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- ee) “Spouse” includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- ff) “Unit” means land that is situated within the Parcel and is described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the *Surveys Act*, R.S.A. 2000, c. S-26, respecting subdivision surveys but does not include any Common Property Units;
- gg) “Unit Factor” means that fraction expressed in ten-thousandth shares that each Unit owns in the Common Property, if any, and as is more particularly specified or apportioned and described in and set forth on the Condominium Plan; and
- hh) “Unit Share” means the square footage, not including the attached garage square footage, of the Building on the Unit divided by the total square footage of all Buildings on all Units.

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

2. MISCELLANEOUS PROVISIONS

In addition:

a) HEADINGS

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

b) RIGHTS OF OWNERS

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

c) CONFLICT WITH ACT

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

d) EXTENDED MEANINGS

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

3. DUTIES OF THE OWNERS

An Owner SHALL:

- a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' written notice (except in case of emergency when no notice is required), to come onto his Unit and to enter any Building thereon for the purpose of:
 - i) inspecting the Unit and maintaining, repairing, renewing, operating or to ensure the operation of, either or both, the Common Property or Managed Property, including all party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities;
 - ii) maintaining, repairing or renewing Common Property and Managed Property;
 - iii) ensuring that the Bylaws are being observed;

- iv) doing any work for the benefit of the Corporation generally; or
- v) gaining access to meters monitoring the use of any utility;

PROVIDED THAT:

- vi) a notice in writing stating the reason for the entry, and noting the date and time of entry, shall be served on the Owner of the Unit or an adult person in possession of the Unit at least twenty-four (24) hours before the time of entry;
 - vii) the entry is between 8:00 a.m. and 8:00 p.m.;
 - viii) entry is to be on a day that is not a holiday, except that the person may enter on a Sunday if the day of religious worship of the adult person in possession of the Unit is not Sunday and that the adult person has provided to the person wishing to enter the Unit a written notice of the adult person's day of religious worship;
 - ix) in the event the Corporation must gain access to a Building for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner; and
 - x) where the Corporation is required to enter a Unit or Building under this section, the Corporation and its servants, employees, and agents shall, in carrying out any work or repairs, do so in proper and workmanlike manner, and shall make good any damage to the Unit occasioned by such work, and restore the Unit or Building to its former condition.
- b) forthwith:
- i) carry out all work that may be ordered by the Municipality or public authority in respect of his Unit; and
 - ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- c) duly and properly clean, wash, repair and maintain and when required, replace (subject to the **prior written approval of the Corporation** as to the type and specifications for any window, door, garage door, patio door, screen door, air-conditioning equipment, flower garden or improvements to any deck or patio) in accordance with Schedule "A" attached to these Bylaws and made a part hereof, and:
- i) the interior of the Building on his Unit and all the improvements and additions thereto including the basement concrete floor and garage concrete floor;

- ii) all windows located on the exterior and interior walls of the Building on his Unit, including all glazing, frames, sash, sills, all window casing, trim or mouldings, all window hardware (INCLUDING all cranks, hinges and latches) and all weather stripping and weather seals. An Owner shall be responsible to wash the exterior surface of all windows, sliding glass doors, and exterior siding;
- iii) all doors that are located on the exterior and interior walls of the Building on his Unit, including all garage doors, sliding glass doors and patio doors, all frames, door assembly components, the door casing, trim and mouldings, and all door hardware (INCLUDING all door hinges, doorknobs, locking devices, security viewers and garage door tracks, openers and remotes) and adjustments thereto;
- iv) all screen doors and window screens;
- v) all thermostats and all exhaust fans located within the Building;
- vi) the garage door, including the motor and motor adjustments as well as electrical eye adjustments;
- vii) the **approved** doorbell buttons and mailboxes;
- viii) all bulbs in exterior light fixtures attached to a Building;
- ix) the furnace cleaning, filter changes and regular maintenance check-ups;
- x) the fireplace and chimney (inside the interior finishing of the Building) relating to their Unit;
- xi) any air-conditioning equipment installed by the Owner with the prior **written consent of the Board**; and
- xii) any **Board approved** flower garden or bed planted by an Owner at the front, side or back of a Building which is to be maintained by such Owner.

BUT EXCLUDING the painting of all outer boundaries, walls and other outside surfaces and roofs and eavestroughs affecting the appearance, usability, value or safety of the Unit, and keep his Unit in a state of good repair, except such maintenance, repairs and damages as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

- d) maintain and keep in a neat, clean and tidy state and appearance consistent with and in total integrity with the balance of the Project, his Unit

and all Buildings, improvements and additions thereon and if an Owner shall not maintain his Unit to a standard similar to that of the remaining Project, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply;

- e) not paint the exterior of the Unit or Building nor make any repairs, additions or alterations to the Common Property, the Managed Property, the exterior of the Building (INCLUDING interior and exterior load bearing, support columns and partition walls excluding interior decoration) or to the common plumbing, common mechanical or common electrical systems within the Building or to his Unit or to the landscaping or grade of his Unit or the exterior improvements thereon without first obtaining the **written consent of the Corporation**;
- f) use and enjoy his Unit and the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not to unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- g) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- h) notify the Corporation forthwith upon any change of ownership or of any transfer, mortgage, lease or other dealing in connection with his Unit;
- i) not plant any trees or shrubs on a Unit or Common or Managed Property without prior **written consent of the Board**. Any placement of trees or shrubs or change of species of trees or shrubs must be approved by the Board;
- j) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to his Unit to similarly comply;
- k) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- l) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation

under these Bylaws, and such expenses shall be paid on solicitor and his own client full indemnification basis;

- m) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Building, Managed Property, Common Property or any Unit caused or aggravated by such Owner, his Occupants, invitees, or by any default under these Bylaws by such Owners, his Occupants and invitees up to the amount of the insurance deductible of the Corporation (whether an insurance claim is made by the Corporation or not);
- n) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted;
- o) deposit with the Corporation, as directed by the Corporation, either duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- p) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written or missed payment made by such Owner;
- q) adhere to, comply with and observe strictly these Bylaws and all rules, regulations, Bylaws, resolutions, and other requirements of the Corporation and its insurers, as they relate to the Managed Property, provided that, in the absence of anything expressly to the contrary, the rules, regulations, Bylaws, resolutions, and other requirements as shall apply to the Common Property shall apply to the Managed Property;
- r) not, in any manner whatsoever, interfere with, prohibit, or hinder the Corporation in carrying out its duties, powers, obligations, and responsibilities arising hereunder, or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning, and control of the Managed Property; and
- s) not, in any manner whatsoever, without first obtaining the **written consent of the Board**, change, improve, alter, adjust, remove, disfigure, or otherwise disturb the Managed Property or any part or component thereof.

4. DUTIES OF THE CORPORATION

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

- a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and the Managed Property as further defined and set forth in Schedule "A" attached to these Bylaws, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- b) enforce any restrictive covenant and any easement or similar agreement in which it is named a party, and take all steps it deems necessary to manage, maintain and administer the Common Property and do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all steps it deems necessary to uphold and enforce these Bylaws;
- c) maintain and repair (INCLUDING renewal where reasonably necessary) all common lighting, all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities outside the interior finishing of a Building or on Common Property;
- d) maintain and repair (INCLUDING renewal, where reasonably necessary and to a minimum of the same standard of the original) the furnace, sump pumps and hot water tank (EXCLUDING cleaning, filter changes, and regular maintenance check-ups);
- e) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and **approved by the Board** and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- f) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property or a Unit, maintain and repair:
 - i) the exterior or outside surfaces and structure of the Buildings including roofing materials, eavestroughs, exterior drains, exterior beams and trim and foundations of the Building (EXCLUDING all windows and doors of a Building and all garage doors, which the Owner is required to repair and maintain under Bylaw 3.c));
 - ii) any exterior caulking around windows;
 - iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Buildings and the Managed Property and the Common Property including the structural maintenance of any area outside the interior finishing of a Building;

- iv) all landscaping, grass, and trees (except any plants or trees or flower/garden beds placed by the Owners, all of which required approval of the Board), and all driveways;
 - v) all house numbers;
 - vi) any gazebos and benches, storage sheds and any fitness equipment for use by Owners, installed now or in the future, in relation to the Project;
 - vii) Project signage;
 - viii) all exterior light fixtures (excluding bulbs) on a Building;
 - ix) the vents on the roof or on the exterior of the Building; and
 - x) all utility services outside the interior finishing of the floors, walls and ceilings of a Building; all common utilities in, through and on the Units and Buildings; and all utilities on Common Property;
- g) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32;
- h) subject always to and in accordance with the Act and any Regulation, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property owned by the Corporation, Managed Property and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from a Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such additions are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act. The Board shall:
- i) prepare an annual report for each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:

- (A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - (B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments; and
 - (C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
- ii) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;
 - iii) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund; and
 - iv) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Unit or any mortgagee of a Unit;
- i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
 - j) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property and driveways in front of the buildings in the Managed Property, any area designated for outside visitor parking and keep and maintain and repair (INCLUDING renewal where reasonably necessary) all grassed and landscaped areas, including the mowing of grass on Managed Property which is accessible by power mowers and exterior lighting of the Common Property; PROVIDED THAT an Owner shall be responsible to clear snow, slush and debris from the back deck or patio immediately adjacent to the Unit;
 - k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
 - l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or

similar grant to any utility company, Municipality or local authority;

- m) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property which the Corporation is to maintain, and replace, in the sole discretion of the Board, any lawns, trees or shrubs which die; and
- n) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement or maintenance (or the amount of the insurance deductible if an insured loss) will be charged back to the responsible Owner.

5. POWERS OF THE CORPORATION

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

- a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation;
- b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the current year's Common Expenses budget has been approved by Special Resolution;
- c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- e) make an agreement with an Owner, Tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof;
- f) generally assign, designate or grant to an Owner the right to exclusive use, enjoyment or special privileges in respect of that part of the Common Property adjoining or-related to such Owner's Unit for such consideration and on such terms and conditions as it deems requisite, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves

and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner;

- g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Managed Property and the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- i) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Shares for their respective Units or as otherwise provided herein;
- j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting;
- l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund to a maximum of Twenty Thousand Dollars (\$20,000);
- m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and

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

6. THE CORPORATION AND THE BOARD

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

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- a) The Board shall consist of not fewer than three (3) nor more than five (5) Owners, Spouses of the Owners, representatives of corporate Owners or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board, PROVIDED ALWAYS that so long as the Developer is the owner of a Unit, the Developer shall be entitled, but not required, to appoint one (1) member to the Board (not to exceed a total of 5 members on the Board at any time) and the Owners shall be deemed to have unanimously elected the member of the Board so appointed by the Developer.
- b) A Board member must be eighteen (18) years of age or older.
- c) Where a Unit has more than one (1) Owner, only one (1) Owner in respect of that Unit may sit on the Board at any point in time.
- d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related.
- e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.
- f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

8. TERM OF OFFICE AND RETIREMENT FROM BOARD

Board members shall be elected for a one (1) year term. At each annual General Meeting of the Corporation, all the members of the Board shall retire from office and the Corporation shall elect new Board members accordingly.

9. ELIGIBILITY FOR RE-ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-election.

10. REMOVAL FROM BOARD

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

11. CASUAL VACANCY ON BOARD

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

12. QUORUM FOR BOARD

A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) or six (6) members and four (4) where it consists of seven (7) members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions.

13. OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each annual General Meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual General Meeting of the Corporation or until their successors are elected or appointed. The President shall be the chairman of the Board and shall have a casting vote to break a tie in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term, in which case, a person may simultaneously hold two (2) offices, but for no more than the remainder of the term.

14. CHAIRMAN OF BOARD MEETINGS

The President shall act as chairman of every meeting of the Board where he/she is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the chairman and shall have all the duties and powers of the chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a chairman for the meeting who shall have all the duties and powers of the chairman while so acting. Each meeting of the Board shall be held within the Municipality unless the Owners agree by Ordinary Resolution, at an annual General Meeting, to hold the meeting in another location.

15. DUTIES OF OFFICERS

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

16. VOTES OF BOARD

Voting by Board members shall be governed as follows:

- a) At meetings of the Board all matters shall be determined by simple majority vote.
- b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- c) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.
- d) All meetings of the Board shall be conducted in accordance with the rules of procedure as established by the Board.

17. FURTHER POWERS OF BOARD

The Board MAY:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting, provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving

reasons for the calling of the meeting;

- b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and Managed Property and the exercise and performance of the powers and duties of the Corporation;
- c) subject to any valid restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional condominium Manager or agent for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:
 - i) the total amount of any replacement reserve funds in the hands of or controlled by the Manager;
 - ii) one month's total condominium contributions of the Corporation or $\frac{1}{12}$ of the total annual condominium contributions for all Units in the Project (EXCLUDING any special contributions) whichever is greater; and
 - iii) a sum representing the average monthly amount of cash in the control of the Manager;
- e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

18. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- a) subject to any valid restrictions imposed or directions given at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- c) keep minutes of General Meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e) prepare, or cause to be prepared, proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting;
- f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- g) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant, certified general accountant or certified management accountant to be selected at each annual General Meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader Report within one hundred twenty (120) days of the end of the fiscal year of the Corporation. The report of the Auditor or Reviewer shall be submitted to each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;

- i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- k) within thirty (30) days 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 the 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; and
- m) file or cause to be filed at the Canada Customs and Revenue Agency, a Statement of GST, if required, and an annual notice of the non-profit status of the Corporation.

19. DEFECTS IN ELECTION OR APPOINTMENT TO BOARD

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

20. VACATING OFFICE OF BOARD MEMBER

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

- a) by notice in writing to the Corporation resigns his office;
- b) dies;
- c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
- d) becomes bankrupt;
- e) is a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P- 44.1;
- f) is convicted of an indictable offence for which he is liable to

imprisonment;

- g) is absent from meetings of the Board for two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- h) ceases to qualify for membership pursuant to Bylaw 7;
- i) in the case of a company which is a member of the Board, if the company is in arrears as set forth in sub-paragraph c) above, if it becomes bankrupt or makes an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;
- j) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- k) his Spouse, commences any legal proceedings against the Board or the Corporation.

21. SIGNING AUTHORITIES

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

22. CORPORATE SEAL

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

23. ANNUAL GENERAL MEETINGS

An annual General Meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. Each such meeting shall be held within the Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

24. EXTRAORDINARY GENERAL MEETINGS

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

25. CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than fifteen (15%) percent of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors convene an extraordinary General Meeting, which meeting shall be held within sixty (60) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

26. NOTICE OF GENERAL MEETINGS

A minimum of ten (10) days' notice of every General Meeting specifying the place, the date and the hour of meeting (and in the case of Special Business the general nature of such business), shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

- a) All business that is transacted at any extraordinary meeting or at an annual General Meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the chairman, calling of the roll, certification of proxies and proving notice of meeting, shall be deemed Special Business.
- b) Items of Special Business must be set forth in the notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business. Items of Special

Business may or may not require a Special Resolution.

- c) All General Meetings of the Corporation shall be conducted in accordance with the rules of procedure established by the Board.
- d) If at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions.

28. QUORUM FOR GENERAL MEETINGS

Save as in these Bylaws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and fifteen (15%) percent of the persons entitled to vote representing not less than 1500 of the Unit Factors present in person or by proxy shall constitute a quorum.

29. ADJOURNMENT FOR LACK OF QUORUM

If a quorum is not present for a General Meeting within ten (10) minutes of the time set for the meeting, the meeting shall stand adjourned for fifteen (15) minutes to allow further Owners to attend. If at the adjourned meeting a quorum is not present immediately following the fifteen (15) minutes adjournment, the persons entitled to vote who are present shall constitute a quorum.

30. CHAIRMAN FOR GENERAL MEETINGS

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

31. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at General Meetings, and as far as is appropriate at all extraordinary General Meetings, shall be:

- a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the chairman of the meeting;
- b) call to order by the chairman and establish quorum;
- c) proof of notice of meeting or waiver of notice;
- d) reading and disposal of any unapproved minutes;

- e) reports of officers;
- f) reports of committees;
- g) financial report;
- h) appointment of auditors;
- i) election of Board members whose term have expired;
- j) unfinished business;
- k) new business; and
- l) adjournment.

32. VOTING BY SHOW OF HANDS

At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

33. POLL VOTES

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

34. VOTING CALCULATION

On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election to the Board.

35. VOTES PERSONALLY OR BY PROXY

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

36. PROXIES

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

37. ELIGIBILITY TO VOTE

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

38. VOTE BY CO-OWNERS

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

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

39. RESOLUTION OF THE OWNERS

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

40. SUCCESSIVE INTERESTS

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

41. TRUSTEE VOTE

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

42. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

43. VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

- a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.
- b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or Tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a solicitor and his own client.
- c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum

monetary sanction to be Fifty (\$50.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a Tenant of an Owner is alleged to be in breach, the notice shall also be served on the Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of the applicable Bylaw(s).

- d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.
- e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.
- f) Any member of the Board who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 62.b) xvii) may contact the Municipal Authority requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be removed therefrom and be impounded in a pound maintained for that purpose. The Unit Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the Common Property by such towing, or to the violator's vehicle while on the Common Property or at any time while the infraction is being remedied.

44. AMENDMENT OF BYLAWS

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

45. DAMAGE OR DESTRUCTION

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

- a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Buildings on the Units and Managed Property and Common Property immediately prior to the

occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary General Meeting to advise the Owners that substantial damage has occurred. At least seven (7) days' notice of such meeting must be given by registered mail to all Owners and mortgagees who have given notice.

Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 46.

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:

- i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
 - ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon any Unit or Building or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.
 - c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to

be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.

- d) Where the Corporation is required to enter a Unit or a Building for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit or Building, and capable of being used in connection with the enjoyment of any other Unit or Building or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit or Building to its former condition, leaving the Unit and Building clean and free from debris.
- e) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items in any Unit or the Common Property by himself, members of his family, his Tenants or members of their families, his invitees and contractors or licensees that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only up to the amount of the insurance deductible). Should any Owner fail to repair such damage in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair; and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon as herein provided for overdue assessments and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit.

46. INSURANCE

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

- a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
 - i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
 - (A) all of the insurable Common Property;
 - (B) all insurable property of the Corporation, both real and personal of any nature whatsoever;

(C) all of the Units, including all Buildings (BUT EXCLUDING all improvements and betterments made to the Buildings and all furnishings and other personal property of each Owner whether or not installed in the Building or Unit), for the full replacement cost thereof, without deduction for depreciation, and insuring the interests of and naming as insureds:

- (i) all Owners from time to time;
- (ii) all mortgagees who have given written notice of their interests to the Corporation;
- (iii) the Corporation; and
- (iv) the Board of Directors and any person referred to in Bylaw 17 hereof;

(hereinafter collectively called the "**Insureds**") as their respective interests may appear;

- ii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or Tenants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- iii) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;
- iv) Liability insurance for the Corporation arising out of a breach of duty as the Occupant of the Common Property;
- v) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
- vi) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution; and
- vii) For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is

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

- b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- i) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
 - ii) standard mortgage endorsements (from the Insurance Bureau of Canada or its equivalent) attached to each such policy;
 - iii) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
 - iv) the policy shall be written on a stated amount basis; and
 - v) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured.
- c) Annually, or at such other timeframe as determined by the Board, but in any event not less than every five (5) years, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, Buildings and all of the property of the Corporation. Upon request, a copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units, Buildings and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate.
- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor, and a duplicate original of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its

interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.

- e) Notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of Tenants against liability or the interests of Tenants or Owners for their improvements or betterments, belongings, contents, personal property, rental revenue or related losses. The insuring of any improvements, betterments, contents, personal property, rental revenue and related losses within a Building or on a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any improvements, betterments, contents or personal property within a Building or on the Unit however caused.
- f) In the event a claim is made under any insurance policy of the Corporation and the Board, in its sole discretion and acting reasonably, determines that the Owner (or members of his family, his Tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the claim or if the loss originated from the Owners Unit, the Corporation may recover the deductible portion of the claim from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation from the Owner for the amount of the deductible and all costs, charges and liabilities associated therewith, and with the collection thereof, incurred by the Corporation.

47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

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

- a) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Shares for their respective Units or as otherwise provided herein and, without limiting the generality hereof, shall include the following:
 - i) All levies or charges on account of any service that is supplied or provided by the Corporation, including, without restriction, any garbage and/or recycling removal, electricity, water, sewer, gas and

fuel services supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise. For clarity, this Bylaw 47(a)(i) does not obligate the Corporation to offer or provide any specific services, other than as required by these Bylaws;

- ii) Management fees and Insurance Trustee fees, and if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
- iii) All the charges on account of lawn maintenance and landscaping and for snow and debris clearance from the Managed Property or Common Property;
- iv) All charges on account of lighting fixtures situated on the Managed Property or Common Property excluding the bulbs in the light fixtures on the exterior of the Building;
- v) All charges on account of maintenance for those portions of a Unit, Buildings, Managed Property, or Common Property for which the Corporation is responsible under these Bylaws;
- vi) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
- vii) All charges incurred by the Corporation on account of maintenance, operation, repair or restoration of any Unit or Managed Property for which it is responsible or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage;
- viii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees and disbursements;
- ix) All reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;
- x) Maintenance of the outside of exterior walls and other structural costs of the Building;
- xi) The cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
- xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation; and

- xiii) The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property.
- b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver by hand or mail by Canada Post to each Owner at the municipal address of his Unit:
 - i) a copy of the budget for the ensuing fiscal year; and
 - ii) a notice of the assessment for the Owners' contribution towards the Common Expenses of the Corporation for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the Unit Shares for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:
 - (A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged;
 - (B) any expenses that relate directly and solely to the maintenance, operation, repair or restoration of all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance, operation, repair or restoration, as the Board may determine.
- c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and for the Capital Replacement Reserve Fund.
- d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Buildings, the Managed Property and the Common Property, but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.
- e) The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation. All contributions shall be payable either by the provision of post-dated cheques or by preauthorized debit from the Owner's bank account, at the direction of the Corporation.

- f) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.
- g) The Corporation shall, on the application of an Owner, purchaser or mortgagee or the solicitor of an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) days:
- i) the amount of any contribution determined as the contribution of the Owner;
 - ii) the manner in which the contribution is payable;
 - iii) the extent to which the contribution has been paid by the Owner; and
 - iv) the interest owing, if any, on any unpaid balance of a contribution;
- and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.
- h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- i) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
 - ii) the particulars of:
 - (A) any action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
 - iii) the particulars of or a copy of any subsisting management agreement;

- iv) the particulars of or a copy of any subsisting recreational agreement;
 - v) a copy of the current budget of the Corporation;
 - vi) a copy of the most recent financial statements, if any, of the Corporation;
 - vii) a copy of the Bylaws of the Corporation;
 - viii) a copy of any minutes of proceedings of a General Meeting of the Corporation or of the Board;
 - ix) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property;
 - x) a statement setting forth the amount of the Capital Replacement Reserve Fund;
 - xi) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
 - xii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included in the Condominium Plan; and
 - xiii) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.
- i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
 - j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

48. SPECIAL ASSESSMENTS

If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may

assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to the Unit Shares for their respective Units or as set forth in Bylaw 47.b)ii) above. Unless otherwise provided, all such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

49. DEFAULT IN PAYMENT OF ASSESSMENTS

Default in payment of assessments and lien for unpaid assessments, instalments and payments:

- a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of the Municipal or any local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting Owner;
- b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, solicitor and his own client legal fees on a full indemnity basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective unit pursuant to Section

39(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner for the next month following the date when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;

- c) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this Bylaw;
- d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- e) In the event of any contribution, assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee; and
- f) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client basis) which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or Tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

50. ESTOPPEL CERTIFICATE

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

51. LEASING OF UNITS

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

- a) In the event that any Owner desires to lease or rent his Unit or Building he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation pursuant to Bylaw 62.c), signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The Tenant or Owner, within twenty (20) days of occupancy, must provide to the Corporation, upon request, a certificate of insurance evidencing existence of a Tenant's insurance policy. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations.
- b) The Corporation IS HEREBY AUTHORIZED TO:
 - i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - ii) give notices to give up possession of residential Units under Section 54 of the Act; and
 - iii) make applications to the Court under Sections 55 and 56 of the Act;
- c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the Tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the

same to the Corporation. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.

52. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

53. NOTICES

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

- a) sent by prepaid registered mail to:
 - i) the Owner at the address of his Unit or other known address;
 - ii) the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - iii) to the Corporation at its address for service shown on the Condominium Plan; or
 - iv) a mortgagee at its address supplied to the Corporation;
- b) left with the Owner or some other adult person at the said address of the Unit;
- c) put under the front door of the Unit; or
- d) put in the mailbox of the Unit.

Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

54. NOTICE OF DEFAULT TO MORTGAGEES

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues

for a period of ninety (90) days.

55. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors or otherwise in accordance with the principles set forth in Bylaws 47.b)ii), subject to the interests of any mortgagees.

56. COMPANY WHICH IS MEMBER OF BOARD

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

57. ALTERNATE BOARD REPRESENTATIVE

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

58. PRIVACY AREAS AND PARKING AREAS

Privacy and parking areas shall be governed by the following terms:

- a) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any exclusive use area assigned or designated by it hereunder.
- b) While any such exclusive use area is not included in the Condominium Plan as part of a Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such exclusive use area shall be

maintained at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for clearing slush and snow from the roadway, outside parking areas and the individual driveways, and mowing all grass which is accessible by power mowers, and structurally maintaining all parking areas, roadway, driveways, decks and patios to a standard considered reasonable by the Board. An Owner shall structurally maintain any Board approved Owner-initiated improvements to any patio or deck immediately adjacent to their Building.

- c) If the Owner shall fail to properly maintain any such privacy area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.
- d) The term exclusive use area does not include any fence, rail or similar structure bordering any Unit.
- e) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.

59. REALTY TAXES

The realty taxes and other Municipal and governmental levies or assessments against land, including Buildings and improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act.

60. INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every member of the Board, Manager, officer, authorized volunteer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that all members

of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

61. NON-PROFIT CORPORATION

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

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

62. USE AND OCCUPANCY RESTRICTIONS

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

- a) In this Bylaw:
 - i) "Occupant" or "Tenant" means the rightful and lawful Occupant or lessee of a Building or Unit, whether or not the Occupant is an Owner, who is in occupation of a Building for more than thirty (30) days in any calendar year; and
 - ii) "Owner" includes a Tenant.
- b) An Owner, Occupant or Tenant SHALL NOT:
 - i) use his residential Unit or any part thereof for any purpose which may be illegal or injurious to the reputation of the Project, for any commercial, professional or other business purpose, or for a purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant Municipal Bylaw. No Owner or Occupant shall use a Unit to provide a day care centre or commercial baby-sitting services without the **prior written consent of the Board**, which consent may be arbitrarily withheld. No garage sale shall be held on any Unit without the **prior written approval of the Board**;

- ii) make or permit noise within or about any Building or Unit or the Common Property or allow any odour to emanate or escape from his Unit or conduct himself in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Building or Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- iii) keep any animal, livestock or fowl of any kind, other than household animals and pets as are normally permitted in private homes in urban residential areas and then **only if approved by the Board**, which approval may be withdrawn on reasonable grounds on fifteen (15) days' notice to that effect. Additionally:
 - (A) no livestock, spiders, snakes, fowl or reptiles will be approved;
 - (B) all dogs and cats approved must be hand leashed outside a Building (except on decks or patios), and kept under control and in the custody of a responsible person at all times;
 - (C) any Municipal Bylaws in effect with respect to pets at any point in time shall have effect within the Managed Property and Common Property and Municipal enforcement officers are hereby authorized to enforce the said Municipal Bylaws in the Managed Property and Common Property;
 - (D) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property or Managed Property necessitated by and caused by an approved pet. An Owner shall clean up any animal defecation immediately from either the Common Property or the Managed Property; and
 - (E) no more than one (1) dog, not to exceed twenty (20 lbs) pounds in size, and one (1) cat per Unit will be approved, unless **prior written approval of the Board** acknowledges extraordinary circumstances such that the Owner could have more than the stated limit, with the understanding upon taking ownership that the Owner will not add any dog or cat over and above the stated limit when a dog or cat is no longer in the possession of the Owner in the Unit.
- iv) use or permit the use of his Building or Unit other than for residential purposes, except as may be permitted under relevant Municipal Bylaw as per subparagraph (i) hereof;

- v) permit his Building or Unit to be occupied as a place of residence by more than two (2) persons at any given time without the consent of the Board in writing;
- vi) do any act or permit any act to be done, or alter or permit to be altered, his Building or Unit (including the driveway) in any manner, which will alter the exterior appearance of the structure comprising his or any other Buildings or Units without the **prior written approval of the Board**. No surface (including paint or stain) or overhead covering shall be applied to a deck or patio without the **prior written consent of the Board**. No air-conditioning unit visible from the exterior shall be installed without the **prior written consent of the Board**;
- vii) permit laundry, towels, rugs or blankets to be hung other than inside the Building on his Unit;
- viii) erect or place any Building, structure, improvement, fixture, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Unit, the Common Property or on the Managed Property without the **prior written consent of the Board**;
- ix) permit, erect or hang over or form or cause to be erected or to remain outside any window or door or any other part of the Building, the Unit or on the Common Property, fences, barriers, partitions, awnings, air-conditioning appliance, extension cords, clotheslines, shades or screens or any other matter or thing without the **prior written consent of the Board**, which consent the Board may arbitrarily withhold or subsequently withdraw. In the event such consent is withheld or withdrawn, the Owner shall forthwith remove the item. No television, mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Building or on any Unit except as authorized by the Board and then, only in accordance with the regulations therefor which may be established by the Board. All requests for a satellite dish installation must be **approved by the Board** prior to installation. In addition:
 - (A) no Owner shall install or attach, or cause to be installed or attached, more than one (1) satellite dish on his or her Unit and shall only install a satellite dish in the location permitted by these Bylaws;
 - (B) a satellite dish installed on an Owner's Unit will be placed on a pedestal on the front or rear deck, or on a pedestal within one meter of the deck, or only in the circumstance where reception is not possible from a deck location, on the roof or wall of the Building;

- (C) the installation of a satellite dish will be carried out only by a licensed tradesperson, and the necessary wiring will be conducted into the Building as close as possible to the satellite dish;
 - (D) in the event that the installation of a satellite dish causes damage to the exterior of a Building, or results in penetration by water, the costs of repairing any such damage shall be the responsibility of the Owner;
 - (E) in the event of the removal of a satellite dish, the cost of the removal, and the restoration of the exterior finish of a Building, shall be the responsibility of the Owner;
- x) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials on his Unit or on the Common Property, normal cleaning products, related household goods, and barbeques on decks or patios excepted;
 - xi) do anything or permit anything to be done or bring or keep anything in his Unit, the Building, the Common Property or the Corporation property which will or would tend to increase the risk of fire or flooding or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
 - xii) do anything or permit anything to be done by any Occupant within his Building or Unit, or the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
 - xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place devices or other objects on the lawns and grounds of the Common Property or the Managed Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
 - xiv) deposit customary household refuse and garbage outside the Building of his Unit other than in compliance with the requirements of the Municipality.
 - xv) erect, place, allow, keep or display signs, billboards, advertising matter, "For Sale" signs, or other notices or displays of any kind on the Common Property, or in or about any Building or the Unit in any manner which may make the same visible from the outside of the Unit or the Building without the **prior written consent of the Board**;

- xvi) permit any member of his household, guests, visitors or pets to trespass on the Unit of another Owner;
- xvii) in regard to parking and operating a Private Motor Vehicle on the Project:
 - (A) wash any motor vehicles anywhere on the Project other than on a Unit in such a manner as will not cause nuisance or annoyance to the other Owners and in compliance with all environmental requirements of the Municipality, including the use of environmentally acceptable biodegradable soap;
 - (B) carry out any repairs or servicing to Private Motor Vehicles on the Project except in an enclosed garage;
 - (C) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored outside the garage of the Building, except an Owner may park a holiday trailer or motorhome on the driveway for purposes of loading and/or unloading for up to forty-eight (48) hours;
 - (D) keep on the Managed Property any Private Motor Vehicle which is not currently licensed, insured and in operating condition without the **prior written consent of the Board**. Proof of the foregoing shall be provided to the Board upon request;
 - (E) not park or allow any visitor to park any automobile anywhere on the Project which leaks any oil, grease, antifreeze or gasoline or which is, in any other way, offensive or hazardous. If any leak shall occur, the Owner shall clean up such leakage as soon as reasonably possible;
 - (F) park more Private Motor Vehicles on the driveway in front of the garage of a Unit than fit without blocking an adjacent driveway or Unit. No vehicle shall be parked on the grass of the Project at any time;
 - (G) allow an overnight visitor to park anywhere on the Project except on a Unit driveway or in designated visitor parking. No Occupants shall park in visitor parking at any time **without prior Board approval**. A visitor shall comply with the visitor parking policy at all times;
 - (H) idle a Private Motor Vehicle any longer than is reasonably necessary;

- (I) park or allow a guest or any other person to park in any manner which obstructs access to a fire hydrant; or
- (J) park or allow a guest or any other person to park in any manner which hinders the safe, speedy, and unobstructed access to any Unit by any emergency vehicles, such as ambulances, fire department and police vehicles;
- xviii) obstruct or permit any passage or driveways or parking areas to be obstructed by any Occupant, his family, guests or visitors or their vehicles;
- xix) allow his Building or Unit to become unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up a Unit or the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
- xx) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the Building which affect other Units or Buildings or any load bearing wall without first having the design and specifications of such alteration or addition **approved in writing by the Board**. The Owner requesting such approval agrees to pay the cost of any professional reasonably engaged by the Board to review the proposed design and specifications or advise the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
- xxi) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- xxii) be responsible for snow removal other than from the deck or patio on the Unit. An Owner shall not shovel or brush snow, run water or throw anything onto the Unit of another Owner;
- xxiii) use his deck or patio or other areas outside of his Building for the storage of personal belongings or other goods or chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the Building of his Unit when not in actual use, and each Owner will comply with all reasonable requests of the Board or its representatives that all household or personal effects or articles belonging to an Owner's household be

put away inside such Building when not in actual use excluding lawn furniture, neat storage boxes, flower pots with live plants and barbeques which are allowed on decks or patios. When not in use barbeques shall be covered by a suitable barbeque cover that is in good conditions and the gas supply valve shall be turned off. No sofas, freezers, electronics, tires, paints, packing boxes or storage of items are allowed on decks, patios, front lawns or on front driveways;

- xxiv) prevent or prohibit access to and use of exterior electrical plugs or exterior water taps on a Building for purposes of maintaining Common Property or Managed Property. An Owner shall ensure the exterior water line and tap for the Building are drained and winterized in each calendar year. An Owner shall be responsible to repair and maintain the exterior water line and tap and exterior electrical plug on the Building;
- xxv) cook on a deck or patio other than using a propane gas, natural gas or electric barbeque. All barbeques shall be used at least eighteen (18") inches away from any building or fence. No charcoal briquette barbeques, wood burning devices, open fires or fire pits shall be installed or used anywhere on the Project. Patio heaters are permitted on a deck or patio;
- xxvi) without the **prior written consent of the Board**, have any right of access to those portions of the Managed Property or Common Property used from time to time for mechanical systems, utilities areas, Building maintenance, storage areas, operating machinery or any other parts of the Managed Property or Common Property used for the care, maintenance or operation of the Project generally;
- xxvii) use foil, bed sheets, towels, flags, newsprint, or other objectionable material as window or patio door coverings. An Owner shall not apply any window tinting or security film to a window that is visible from the exterior without the **prior written consent of the Board**;
- xxviii) feed or harbour birds, squirrels, or other wild animals on any Unit or anywhere on the Common Property except with bird or squirrel feeders which an Occupant must keep clean and free of droppings;
- xxix) render a Building unfit for human habitation. An Owner shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control;
- xxx) install a hot tub outside a Building on a Unit;
- xxxi) paint, decorate or otherwise alter any portion of a Building or a Unit required to be maintained by the Corporation without the express, **prior, written consent of the Board**;

- xxxii) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period between November 1st of each year to February 28th of the following year. Any other seasonal decorations on Managed Property must be **approved by the Board** prior to installation. No personal decorations or personal possessions are allowed on Common Property. An Owner shall repair any damage to the exterior of the Building caused by the installation of any decorations;
 - xxxiii) smoke or allow smoking on the Common Property or Managed Property except on a deck or patio with such Owner disposing of smoking material into a fire retardant receptacle placed on such deck or patio which receptacle shall be filled with either sand or water. An Owner shall not throw cigarette butts, matches or other smoking or combustible materials out of windows, over decks, off patios, or anywhere on the Common Property or Managed Property, except as aforesaid;
 - xxxiv) plant any tree or shrub on a Unit or Common Property, without the **prior written approval of the Board**;
 - xxxv) prune, trim, top, or otherwise alter the appearance of a tree on the Managed Property, without the **prior written consent of the Board**;
 - xxxvi) install wind chimes or wind socks on the Managed Property;
 - xxxvii) install any flags on the Managed Property or the Common Property without the **prior written approval of the Board**, except for displaying the Canadian flag on the Managed Property in a seven (7) day period prior to and including Canada Day; and
 - xxxviii) leave a Unit vacant or unattended to in excess of seventy-two (72) hours without inspection by the Owner or his/her agent.
- c) An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Subsection (b) hereof and, upon request of the Corporation, obtain from the Tenants or have the Manager who leases the Units and residential dwellings on behalf of the Owners obtain from the Tenants-an undertaking, in writing, to the following effect:
- "I, _____, covenant and agree that I, all Occupants of my Unit and my guests from time to time will, in using the Unit rented by me, any exclusive areas relating to the Unit and all the Managed Property and Common Property, comply with the *Condominium Property Act*, R.S.A. 2000, c. C-22 the Bylaws and all rules and regulations of the Corporation during the term of my tenancy."

63. MANAGED PROPERTY

The following provisions apply to Managed Property:

a) Restricted Development, Architectural Standards and Restrictive Covenant

- i) No Owner shall improve, develop, construct upon or otherwise modify his Building or Unit unless such development or improvement strictly complies with any and all development restrictions imposed upon the Unit by the Municipal Authority (whether disclosed on title to the Unit or not), and the Architectural Standards.
- ii) The Corporation is hereby empowered, and the Board is authorized on behalf of the Corporation, to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with Bylaw 63.a)i) hereof and enforce the Architectural Standards (enforcement to be limited to the extent it is limited by law).

b) Elements of Managed Property

Without limiting the definition thereof in Bylaw 1.q), "Managed Property" shall be comprised of those portions of the Units comprised of lawns, landscaping, driveways, patios, Project perimeter fences, the exterior of any and all Buildings on the Units (EXCLUDING the doors and windows on exterior walls of a Building, which are the responsibility of the Owner), including roofs, foundations and structural elements built in accordance and compliance with this Bylaw and all Municipal and provincial requirements, codes and standards. Without restricting the generality of the foregoing, "Managed Property" includes all parts of the Unit outside and up to, but not including, the interior finishing of the floors, walls and ceilings in all Buildings on the Units and all utility and service lines and facilities outside such interior finishing of a Building, irrigation systems and common light standards.

c) Duties and Restrictions on Owners Regarding Managed Property

Each Owner shall, in respect to the Managed Property on or in his Unit:

- i) permit the Corporation (and anyone who is agent for or authorized or directed by the Corporation) to enter his Unit for emergencies, inspection, maintenance, repair, upkeep, cleaning and control (generally) of the Managed Property as if same were Common Property;
- ii) adhere to, comply with and strictly observe this Bylaw and all rules, regulations, Bylaws, resolutions and other requirements of the

Corporation and its insurers as same relate to the Managed Property; provided that in the absence of anything expressly to the contrary, the rules, regulations, Bylaws, resolutions and other requirements as shall apply to the Common Property shall apply to the Managed Property;

- iii) not, in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and responsibilities arising hereunder or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property; and
- iv) not in any manner whatsoever without first obtaining the **written consent of the Board**, change, improve, alter, adjust, remove, disfigure or otherwise disturb the Managed Property or any part or component thereof.

d) Powers, Duties and Restrictions of the Corporation

The Corporation shall:

- i) in addition to and without limiting its powers relating to the management and control of Common Property, BE EMPOWERED TO:
 - (A) enact rules and regulations relating to the management and control of the Managed Property;
 - (B) employ and contract for services for repair, maintenance, replacement, cleaning and other similar services (INCLUDING painting, gardening, lawn mowing and snow clearance) necessary to properly maintain the Managed Property;
 - (C) as part of and in accordance with its general power of levying assessments, assess the Owners for their respective shares in the costs of the Corporation carrying out of its duties hereunder; and
 - (D) generally manage, operate and control the Managed Property in accordance with such election as if and to same extent as if the Managed Property was Common Property;
- ii) shall, in addition to and without limiting its obligations generally relating to the maintenance, management, repair and control of Common Property, control, manage, maintain, repair and administer the Managed Property unless otherwise directed by Special Resolution of the Corporation, provided that such duties and obligations may, from time to time, be amended and adjusted

(INCLUDING without limitation, by increasing or reducing same) by Special Resolution of the Corporation. If, pursuant to Special Resolution, it is resolved that the Corporation shall be relieved and is not, from the effective date thereof, to be responsible for the management, repair, maintenance, upkeep, replacement and control of the Managed Property, all such duties and responsibilities shall therefor be performed by the Unit Owners and these Bylaws shall be interpreted accordingly PROVIDED NEVERTHELESS THAT the Corporation shall continue to be responsible for and perform its insurance and replacement reserve fund obligations under these Bylaws and its duties to maintain, repair, replace and manage the Common Property; and

- iii) to the extent that the Board shall determine practicable, insure the Managed Property (or such part or parts thereof as the Board determines is reasonable, feasible and economic) as the Board is otherwise required by these Bylaws.

64. CHANGE OF LEGISLATION

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

65. ARBITRATION AND MEDIATION

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

66. PARTY WALL AGREEMENT - BARE LAND UNITS

Each Owner acknowledges that each Building constructed on each Bare Land Unit has or will have at least one common wall with a Building constructed on an adjoining Unit and that the common wall is located as nearly as practicable upon the lot line between the two adjoining Bare Land Units. Each Owner agrees with each other Owner as follows:

- a) the common wall constructed or to be constructed on or about the lot line between the adjoining Bare Land Units has been or will be constructed as a party wall to be used for the joint purposes of the adjoining Building so erected by the Owners and shall be used and maintained as a party wall in such manner as to ensure to each Owner in respect of his adjoining Building the enjoyment of a right to support and use, all to the intent that no portion or part of the party wall erected shall, for any purpose whatsoever, be construed or deemed to be an encroachment on any adjoining Bare

Land Unit and shall continue as a party wall perpetually and, to the extent that any portion or part of the party wall shall encroach upon any Bare Land Unit, the Owner of such Unit grants and conveys to each adjoining Owner an easement for the purpose of such encroachment;

- b) each Owner grants and conveys to each adjoining Owner an easement in support of the party wall and of any vertical or near extension thereof in respect of the width of the party wall constructed upon that Owner's Bare Land Unit, to the intent such easement shall be annexed to and run with such Unit in accordance with the provisions herein set forth;
- c) if the party wall at any time following construction requires any repair or maintenance (either external or internal), then, to ensure any Owner the right to the convenient enjoyment of his right to support and use, the Corporation shall be at liberty to cause the party wall to be repaired or maintained, provided that notwithstanding the foregoing, in the event such repair or maintenance (either external or internal) is required or necessitated due to damage to such party wall caused by the willful or wanton act or acts of any Owner or invitee or licensee of such Owner, it is agreed by each Owner that the cost of such repairs and maintenance shall be solely borne by the Owner or any invitee or licensee of such Owner whose willful or wanton act of acts required or necessitated the repair or maintenance;
- d) each Owner shall afford the Corporation and its agents or workmen all such reasonable access as may be necessary to enable the party wall to be speedily and effectively built and/or maintained (provided that in connection with such access reasonable notice shall be given) and as little damage as possible will be occasioned to the property of the Owners and that in the event of any damage being occasioned to the property of the Owner, such damage will be repaired to the satisfaction of the Owner at no cost to the Owner.

67. EASEMENT RIGHTS

Subject to the Act, easement rights shall be governed as follows:

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

as against the Owner of that Unit, easements to which the Unit is subject for the passage or provisions of water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts appurtenant to the Common Property and also to every other Unit capable of enjoying those easements.

- c) The local authority and owner of any utility service who is providing services to the Parcel or to any Unit on it and the Corporation, is entitled to benefit of these easements that are appropriate to the proper provision of service provided but not to the exclusion of any other utility service.
- d) All ancillary rights and obligations which are reasonably necessary to make this easement effective, apply in respect of the easements created herein, including the right of an Owner of a dominant tenement to enter a servient tenement to install, maintain, replace, renew or restore anything from which the dominant tenement is entitled to benefit.
- e) Any Unit Owner, the Corporation or the local authority shall, in carrying out any operations pursuant to sub clause (d) hereof, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or Occupant of a Unit as is reasonably possible and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition.
- f) This easement does not affect the ownership or the maintenance obligations of any utility services located within the Parcel. In other words, all utilities are to be treated as if the Parcel was a conventional condominium development.
- g) The benefit and the burden of this easement shall run with the Land. "**Land**" means the Parcel comprised in the Condominium Plan including all Units and the Common Property.
- h) As each of the Units is both a dominant and servient tenement, this Private Utility Easement shall be construed so that each Unit Owner shall have granted this easement in respect of each Unit to the benefit of each Unit Owner in respect of the Parcel save for that Unit.
- i) This easement cannot be changed without the express written consent of any utility owner, including, but not limited to, the Municipality, any communication company and any gas company.

68. AGE RESTRICTIONS

Regarding the age of an Occupant:

- a) A Unit shall be occupied only by a Senior unless:
 - i) that person lives with his or her spouse who is a Senior;
 - ii) that person has been predeceased by a spouse who was a Senior;
or
 - iii) Notwithstanding the a foregoing restriction, the Board may permit a person to occupy a Unit for a specified period not exceeding twelve (12) months upon compassionate grounds, and thereafter for such further periods of time as **may be approved**, each not to exceed twelve (12) months by way of application accompanied by a doctor's note. The permission granted by the Board may be revoked by an Ordinary Resolution at a General Meeting of the Corporation.
- b) **"Occupation"** means a regular and ordinary presence in the Unit whether or not the person is frequently absent by reason of employment or ill health. A person shall be deemed to be an Occupant if his or her Occupation of the Unit exceeds sixty (60) days in any twelve (12) month period.
- c) A person shall not be deemed an Occupant if that person is required to provide medical assistance to the regular Occupant of the residential unit.

SCHEDULE "A"

REPAIR, MAINTENANCE AND REPLACEMENT

| ITEM | INCLUDED (Corporation responsible) | EXCLUDED (owner responsible) |
|--------------------------------|--|---|
| APPLIANCES | | Washer, dryer, stove, refrigerator & dishwasher. Broken or leaky connections. Broken or leaky water pipes inside the interior finishing of Building |
| BASEMENT FLOORS | | Cracks and floor itself |
| CEILING EXHAUST FANS | Outside caps for venting | Repair and installation of new bath and stove exhaust fans. |
| DRYERS | Outside caps for venting | |
| ELECTRICAL/ LIGHTS | Exterior fixtures | Light bulbs (interior and exterior), interior fixtures, ballasts and tracks inside Building |
| NATURAL GAS FIRE PLACES | Chimney | Maintenance, cleaning, repair and replacement of fire place |
| FLOWER BEDS | | Front, side and rear beds: gravel or vegetation maintenance, including weeding and watering. If neglected, will be maintained by Board and billed to owner |
| FOUNDATIONS | Water seepage in walls | Basement and garage floors |
| FURNACE | Repair and replace the furnace and all its components | Furnace filters, cleaning of furnace and ducts, bi-annual checks |
| GARAGE DOOR | | Door repair or replacement, interior door painting, electric eye adjustments, track & door adjustments, springs, motor repair, adjustments and replacement. Paint. Trim/Seals |
| GARAGE FLOORS | | Cracks and floor itself |
| GAS LINES | Gas lines inside interior finishing of Building to furnace and hot water heater. | Gas lines inside interior finishing of Building to gas stove, to clothes dryer and fireplace |
| HOT WATER TANK | Repair and replacement to same standard as original | |
| HUMIDIFIER | | Maintenance, repair & replacement |
| PATIO SCREENS | | Installation and repair (need Board approval for installation) |

| | | |
|---|---|--|
| SCREEN/STORM DOORS | | Installation and repair (need Board approval for installation) |
| SEWER SYSTEM | Leaking pipes or connections outside the interior finishing of Building | Leaking pipes or connections inside the interior finishing, Broken pipes, plugged toilets, sinks and drains |
| SIDING | Repair and replacement | Wash if necessary |
| SUMP PUMP | Repair and replacement to same standard as original | |
| UNIT EXTERIOR | Siding, shingles, foundation walls, eavestroughs, downspouts, sump pump pipes, cleaning of eavestroughs | Doors and windows and their related hardware (no approval required for hardware) |
| WATER PIPES | Leaking pipes or connections outside the interior finishing of Building. | Toilets – plugged or broken, mechanical adjustments and replacement (innards), broken or worn out showers, leaking tile, sink & tub stoppers, tap adjustment and replacement |
| WINDOWS AND DOORS | | Replacement (need Board approval for exterior windows and doors). Washing |
| ASPHALT DRIVEWAYS, COVERED WALKWAY CONCRETE PADS | Repair of cracks in asphalt and concrete | Resurfacing or replacement of asphalt or concrete |



162092137

162092137 REGISTERED 2016 04 05
CCBL - CHANGE OF BY-LAWS
DOC 1 OF 1 DRP#: D0A3EB8 ADR/TTAYLOR
LINC/S: 0028325852

APPENDIX ‘E’
PROPOSED AMENDED BYLAWS

NOTICE OF CHANGE OF BY-LAWS

Form 3

Condominium Property Act

Section 32

Condominium Corporation No. 0020672 (the "**Corporation**") hereby certifies that, by a special resolution passed on the ____ day of _____, 20____, the by-laws of the Corporation were added to, amended or repealed as follows:

1. The by-laws of the Corporation registered as instrument number 162 092 137 at the Alberta Land Titles office are hereby repealed;
2. The by-laws attached to this notice as Schedule "A" are hereby enacted and adopted.

The seal of the Corporation was affixed on the ____ day of _____, 20____, in the presence of _____.

(Officer/Board Member)

(c/s)

SCHEDULE "A"
Bylaws
(see attached)

SHEPHERD'S VILLAGE

BYLAWS OF CONDOMINIUM CORPORATION NO. 0020672

SUMMARY OF CONTENTS

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE NORTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #162 092 137.

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

NOTE: These Bylaws have been passed by Condominium Corporation No. 0020672 for the purpose of repealing, replacing and substituting the Bylaws registered in the North Alberta Land Registration District as instrument #162 092 137.

SHEPHERD'S VILLAGE

BYLAWS OF CONDOMINIUM CORPORATION NO. 0020672

1. Definitions and Interpretation

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:

- (a) **"Act"** means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) **"Architectural Standards"** means those specifications for exterior design and appearance of the Buildings and the Units as prescribed by the Board from time to time;
- (c) **"Bare Land Unit"** means a Unit as defined in Bylaw 1(gg) below;
- (d) **"Board"** means the Board of Directors of the Corporation;
- (e) **"Building"** means any residential dwelling constructed on a Unit and forming an integral part thereof;
- (f) **"Bylaws"** means the Bylaws of the Corporation, as amended from time to time;
- (g) **"Capital Replacement Reserve Fund"** means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation, the Managed Property and the Common Property;
- (h) **"Common Expenses"** (elsewhere commonly referred to as "condominium fees" or "special assessments") means the expense of performing the objects and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the Common Property or the Managed Property or expenses incurred by the Corporation behalf of all Owners;
- (i) **"Common Property"** means all of the following from time to time: (i) Common Property Unit, and (ii) the personal property and equipment owned by the Corporation.
- (j) **"Common Property Unit"** means any Unit or real property from time to time that is (i) not a Residential Unit, (ii) is owned or intended to be owned by the Corporation, and (iii) is for the use or benefit of the Owners;
- (k) **"Condominium Plan"** means the bare land condominium plan registered at the Land Titles Office under the Act as No. 0020672, and also includes all subsequent condominium plans of redivision;
- (l) **"Corporation"** means the Corporation constituted under the Act by the registration of the bare land Condominium Plan whose legal name is "Condominium Corporation No. 0020672";

- (m) **“Developer”** means Shepherd’s Village Ministries Ltd. and its successors or assigns specifically designated as such by the Developer;
- (n) **“General Meeting”** includes both annual and extraordinary General Meetings and means those meetings, held upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;
- (o) **“Insurance Trustee”** means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- (p) **“Interest Rate”** means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (q) **“Life Lease”** means a life lease in respect of a Residential Unit granted to an Owner, the terms of which are set forth in one or more written life lease agreements made between Shepherd’s Village Ministries Ltd., as landlord, and an Owner, as life resident;
- (r) **“Managed Property”** means such part or parts of the Units, as by its Bylaws, the Corporation is to administer, control, manage, maintain and repair as it would the Common Property, being the improvements to the lands within the boundaries of the Units, including the structure of the Buildings, foundations, roofs, decks, patios, driveways and such other parts of the Units to be managed, maintained and repaired by the Corporation as provided by its Bylaws;
- (s) **“Manager”** means any property manager contractually appointed by the Board;
- (t) **“Municipality”** or **“Municipal”** means Town of Valleyview, in the Province of Alberta;
- (u) **“Occupant”** or **“Tenant”** means (i) a person present in or on, or a person in possession of a Unit or of the real property of the Corporation or the Common Property with the permission of an Owner or the Corporation, as the case may be, whether or not the Occupant or Tenant is an Owner, and includes all family members, invitees, licensees, servants and guests of such Occupant or Tenant, and (ii) who is in occupation thereof in excess of thirty (30) days in any calendar year;
- (v) **“Ordinary Resolution”** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - (ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by

the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;

- (w) **“Owner”** or **“Owners”** means a person or persons who is or are registered as the Owner(s) of the fee simple estate or Life Lease in a Unit and where the term “Owner” is used in Bylaw 62, that term includes a Tenant;
- (x) **“Parcel”** means the land comprised in the Condominium Plan;
- (y) **“Private Motor Vehicle”** means cars, station wagons, light trucks up to three-quarter (3/4) ton size with single rear wheels, mini-vans, golf carts, motorcycles and sport utility vehicles;
- (z) **“Project”** means all of the real and personal property and fixtures comprising the Parcel, land and Buildings which constitute the Units and Common Property;
- (aa) **“Regulation”** or **“Regulations”** means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- (bb) **“Residential Unit”** means a Unit which is used or intended to be used for residential purposes, together Building constructed on that Unit;
- (cc) **“Senior”** means a person who has attained his or her 55th birthday;
- (dd) **“Special Business”** means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws; Special Business may or may not require to be passed by a Special Resolution;
- (ee) **“Special Resolution”** means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- (ff) **“Spouse”** includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- (gg) **“Standard Insurable Unit Description”** means the standard features found in the Residential Units as set forth in Schedule “B” attached hereto;
- (hh) **“Unit”** means land that is situated within the Parcel and is described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant

to the provisions of the *Surveys Act*, R.S.A. 2000, c. S-26, respecting subdivision surveys but does not include any Common Property Units;

- (ii) **“Unit Factor”** means that fraction expressed in ten-thousandth shares that each Unit owns in the Common Property, if any, and as is more particularly specified or apportioned and described in and set forth on the Condominium Plan; and
- (jj) **“Unit Share”** means the square footage, not including the attached garage square footage, of the Building on the Unit divided by the total square footage of all Buildings on all Units.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4 or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time or in any statute or statutes passed in substitution therefor.

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

2. **Miscellaneous Provisions**

In addition:

- (a) **Headings**

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

- (b) **Rights Of Owners**

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

- (c) **Conflict With Act**

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

- (d) **Extended Meanings**

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

3. **Duties of the Owners**

An Owner SHALL:

- (a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' written notice (except in case of emergency when no notice is required), to come onto his Unit and to enter any Building thereon for the purpose of:
 - (i) inspecting the Unit and maintaining, repairing, renewing, operating or to ensure the operation of, either or both, the Common Property or Managed Property, including all party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities;
 - (ii) maintaining, repairing or renewing Common Property and Managed Property;
 - (iii) ensuring that the Bylaws are being observed;
 - (iv) doing any work for the benefit of the Corporation generally; or
 - (v) gaining access to meters monitoring the use of any utility;

PROVIDED THAT:

- (vi) a notice in writing stating the reason for the entry, and noting the date and time of entry, shall be served on the Owner of the Unit or an adult person in possession of the Unit at least twenty-four (24) hours before the time of entry;
 - (vii) the entry is between 8:00 a.m. and 8:00 p.m.;
 - (viii) entry is to be on a day that is not a holiday, except that the person may enter on a Sunday if the day of religious worship of the adult person in possession of the Unit is not Sunday and that the adult person has provided to the person wishing to enter the Unit a written notice of the adult person's day of religious worship;
 - (ix) in the event the Corporation must gain access to a Building for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner; and
 - (x) where the Corporation is required to enter a Unit or Building under this section, the Corporation and its servants, employees, and agents shall, in carrying out any work or repairs, do so in proper and workmanlike manner, and shall make good any damage to the Unit occasioned by such work, and restore the Unit or Building to its former condition.
- (b) forthwith:
 - (i) carry out all work that may be ordered by the Municipality or public authority in respect of his Unit; and

- (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- (c) duly and properly clean, wash, repair and maintain and when required, replace (subject to the prior written approval of the Corporation as to the type and specifications for any window, door, garage door, patio door, screen door, air-conditioning equipment, flower garden or improvements to any deck or patio) in accordance with Schedule "A" attached to these Bylaws and made a part hereof, and:
- (i) the interior of the Building on his Unit and all the improvements and additions thereto including the basement concrete floor and garage concrete floor;
 - (ii) all windows located on the exterior and interior walls of the Building on his Unit, including all glazing, frames, sash, sills, all window casing, trim or mouldings, all window hardware (INCLUDING all cranks, hinges and latches) and all weather stripping and weather seals. An Owner shall be responsible to wash the exterior surface of all windows, sliding glass doors, and exterior siding;
 - (iii) all doors that are located on the exterior and interior walls of the Building on his Unit, including all garage doors, sliding glass doors and patio doors, all frames, door assembly components, the door casing, trim and mouldings, and all door hardware (INCLUDING all door hinges, doorknobs, locking devices, security viewers and garage door tracks, openers and remotes) and adjustments thereto;
 - (iv) all screen doors and window screens;
 - (v) all thermostats and all exhaust fans located within the Building;
 - (vi) the garage door, including the motor and motor adjustments as well as electrical eye adjustments;
 - (vii) the approved doorbell buttons and mailboxes;
 - (viii) all bulbs in exterior light fixtures attached to a Building;
 - (ix) the furnace cleaning, filter changes and regular maintenance check-ups;
 - (x) the fireplace and chimney (inside the interior finishing of the Building) relating to their Unit;
 - (xi) any air-conditioning equipment installed by the Owner with the prior written consent of the Board; and
 - (xii) any Board approved flower garden or bed planted by an Owner at the front, side or back of a Building which is to be maintained by such Owner.

BUT EXCLUDING the painting of all outer boundaries, walls and other outside surfaces and roofs and eavestroughs affecting the appearance, usability, value or safety of the Unit, and keep his Unit in a state of good repair, except such maintenance, repairs and damages

as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

- (d) maintain and keep in a neat, clean and tidy state and appearance consistent with and in total integrity with the balance of the Project, his Unit and all Buildings, improvements and additions thereon and if an Owner shall not maintain his Unit to a standard similar to that of the remaining Project, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work;
- (e) not paint the exterior of the Unit or Building nor make any repairs, additions or alterations to the Common Property, the Managed Property, the exterior of the Building (INCLUDING interior and exterior load bearing, support columns and partition walls excluding interior decoration) or to the common plumbing, common mechanical or common electrical systems within the Building or to his Unit or to the landscaping or grade of his Unit or the exterior improvements thereon without first obtaining the written consent of the Corporation;
- (f) use and enjoy his Unit and the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not to unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (g) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- (h) notify the Corporation forthwith upon any change of ownership or of any transfer, mortgage, lease or other dealing in connection with his Unit;
- (i) not plant any trees or shrubs on a Unit or Common or Managed Property without prior written consent of the Board. Any placement of trees or shrubs or change of species of trees or shrubs must be approved by the Board;
- (j) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to his Unit to similarly comply;
- (k) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- (l) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on solicitor and his own client full indemnification basis;

- (m) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Building, Managed Property, Common Property or any Unit caused or aggravated by such Owner, his Occupants, invitees, or by any default under these Bylaws by such Owners, his Occupants and invitees up to the amount of the insurance deductible of the Corporation (whether an insurance claim is made by the Corporation or not);
- (n) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted;
- (o) deposit with the Corporation, as directed by the Corporation, either duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- (p) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written or missed payment made by such Owner;
- (q) adhere to, comply with and observe strictly these Bylaws and all rules, regulations, Bylaws, resolutions, and other requirements of the Corporation and its insurers, as they relate to the Managed Property, provided that, in the absence of anything expressly to the contrary, the rules, regulations, Bylaws, resolutions, and other requirements as shall apply to the Common Property shall apply to the Managed Property;
- (r) not, in any manner whatsoever, interfere with, prohibit, or hinder the Corporation in carrying out its duties, powers, obligations, and responsibilities arising hereunder, or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning, and control of the Managed Property; and
- (s) not, in any manner whatsoever, without first obtaining the written consent of the Board, change, improve, alter, adjust, remove, disfigure, or otherwise disturb the Managed Property or any part or component thereof.

4. **Duties of the Corporation**

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

- (a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and the Managed Property as further defined and set forth in Schedule "A" attached to these Bylaws, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) enforce any restrictive covenant and any easement or similar agreement in which it is named a party, and take all steps it deems necessary to manage, maintain and administer the Common Property and do all things required of it by the Act, these Bylaws and any

other rules and regulations in force from time to time and shall take all steps it deems necessary to uphold and enforce these Bylaws;

- (c) maintain and repair (INCLUDING renewal where reasonably necessary) all common lighting, all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities outside the interior finishing of a Building or on Common Property;
- (d) maintain and repair (INCLUDING renewal, where reasonably necessary and to a minimum of the same standard of the original) the furnace, sump pumps and hot water tank (EXCLUDING cleaning, filter changes, and regular maintenance check-ups);
- (e) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- (f) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property or a Unit, maintain and repair:
 - (i) the exterior or outside surfaces and structure of the Buildings including roofing materials, eavestroughs, exterior drains, exterior beams and trim and foundations of the Building (EXCLUDING all windows and doors of a Building and all garage doors, which the Owner is required to repair and maintain under Bylaw 3(c));
 - (ii) any exterior caulking around windows;
 - (iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Buildings and the Managed Property and the Common Property including the structural maintenance of any area outside the interior finishing of a Building;
 - (iv) all landscaping, grass, and trees (except any plants or trees or flower/garden beds placed by the Owners, all of which required approval of the Board), and all driveways;
 - (v) all house numbers;
 - (vi) any gazebos and benches, storage sheds and any fitness equipment for use by Owners, installed now or in the future, in relation to the Project;
 - (vii) Project signage;
 - (viii) all exterior light fixtures (excluding bulbs) on a Building;
 - (ix) the vents on the roof or on the exterior of the Building; and

- (x) all utility services outside the interior finishing of the floors, walls and ceilings of a Building; all common utilities in, through and on the Units and Buildings; and all utilities on Common Property;
- (g) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32;
- (h) subject always to and in accordance with the Act and any Regulation, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property owned by the Corporation, Managed Property and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from a Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such additions are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act. The Board shall:
 - (i) prepare an annual report for each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - (A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - (B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments; and
 - (C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
 - (D) the amount of the Capital Replacement Reserve Fund projected for the current fiscal year;
 - (E) total payments by ordinary or special resolutions into, and payments out of, the Capital Replacement Reserve Fund for the current fiscal year; and
 - (F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements.

- (ii) engage such reserve fund study provider in order to prepare the Capital Replacement Reserve Fund plan in accordance with the requirements, if any, of the Act and the Regulation. In conducting the Capital Replacement Reserve Fund plan, the Corporation shall ensure that the reserve fund study provider complies with the requirements of the Act and Regulation, as applicable;
 - (iii) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;
 - (iv) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund; and
 - (v) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Unit or any mortgagee of a Unit;
- (i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
 - (j) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property and driveways in front of the buildings in the Managed Property, any area designated for outside visitor parking and keep and maintain and repair (INCLUDING renewal where reasonably necessary) all grassed and landscaped areas, including the mowing of grass on Managed Property which is accessible by power mowers and exterior lighting of the Common Property; PROVIDED THAT an Owner shall be responsible to clear snow, slush and debris from the back deck or patio immediately adjacent to the Unit;
 - (k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation as may be required pursuant to the Act;
 - (l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, Municipality or local authority;
 - (m) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property which the Corporation is to maintain, and replace, in the sole discretion of the Board, any lawns, trees or shrubs which die; and

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

5. **Powers of the Corporation**

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

- (a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution of the Corporation;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing:
 - (i) in excess of 15% of the current year's Common Expenses budget has been approved by Special Resolution; and
 - (ii) which is the greater of (A) in excess of 15% of the Corporation's revenues as set out in the most recent financial statements prepared under section 30(4)(a) of the Act, or (B) the maximum amount of borrowing for the Corporation for that fiscal year, as adopted by a previous resolution to authorize borrowing, has been approved by Special Resolution.
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- (d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- (e) make an agreement with an Owner, Tenant or other Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant thereof;
- (f) generally assign, designate or grant to an Owner the right to exclusive use, enjoyment or special privileges in respect of that part of the Common Property adjoining or-related to such Owner's Unit for such consideration and on such terms and conditions as it deems requisite, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner;
- (g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Managed Property and the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and

for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;

- (h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (i) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Shares for their respective Units or as otherwise provided herein;
- (j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting;
- (l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund to a maximum of Twenty Thousand Dollars (\$20,000);
- (m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and
- (p) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw as permitted under the Act.

6. **The Corporation and the Board**

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

7. **Composition of the Board**

The composition of the Board shall provide that:

- (a) The Board shall consist of not fewer than three (3) nor more than seven (7) Owners, Spouses of the Owners, representatives of corporate Owners or representatives of

mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board.

- (b) A Board member must be eighteen (18) years of age or older.
- (c) Where a Unit has more than one (1) Owner, only one (1) Owner in respect of that Unit may sit on the Board at any point in time.
- (d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related.
- (e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.
- (f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

8. **Term of Office and Retirement From Board**

Board members shall be elected for a one (1) year term. At each annual General Meeting of the Corporation, all the members of the Board shall retire from office and the Corporation shall elect new Board members accordingly.

9. **Eligibility For Re-Election To Board**

A retiring member of the Board shall be eligible for re-election.

10. **Removal From Board**

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

11. **Casual Vacancy On Board**

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

12. **Quorum For Board**

A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) or six (6) members and four (4) where it consists of seven (7) members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time

during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions.

13. **Officers of the Corporation**

At the first meeting of the Board held after each annual General Meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual General Meeting of the Corporation or until their successors are elected or appointed. The President shall be the chairman of the Board and shall have a casting vote to break a tie in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term, in which case, a person may simultaneously hold two (2) offices, but for no more than the remainder of the term.

14. **Chairman of Board Meetings**

The President shall act as chairman of every meeting of the Board where he/she is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the chairman and shall have all the duties and powers of the chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a chairman for the meeting who shall have all the duties and powers of the chairman while so acting. Each meeting of the Board shall be held within the Municipality unless the Owners agree by Ordinary Resolution, at an annual General Meeting, to hold the meeting in another location.

15. **Duties of Officers**

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

16. **Votes of Board**

Voting by Board members shall be governed as follows:

- (a) At meetings of the Board all matters shall be determined by simple majority vote.
- (b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- (c) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.
- (d) All meetings of the Board shall be conducted in accordance with the rules of procedure as established by the Board.

17. **Further Powers of Board**

The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting, provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and Managed Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any valid restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional condominium Manager or agent for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. If under such contract the Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:
 - (i) the total amount of any replacement reserve funds in the hands of or controlled by the Manager;
 - (ii) one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all Units in the Project (EXCLUDING any special contributions) whichever is greater; and
 - (iii) a sum representing the average monthly amount of cash in the control of the Manager;
- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and

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

18. **Additional Duties of the Board**

The Board SHALL:

- (a) subject to any valid restrictions imposed or directions given at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- (c) keep minutes of General Meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (e) prepare, or cause to be prepared, proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- (h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant, certified general accountant or certified management accountant to be selected at each annual General Meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader Report within one hundred twenty (120) days of the end of the fiscal year of the Corporation. The report of the Auditor or Reviewer shall be submitted to each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;
- (i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- (j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;

- (k) within thirty (30) days 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 the 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; and
- (m) file or cause to be filed at the Canada Customs and Revenue Agency, a Statement of GST, if required, and an annual notice of the non-profit status of the Corporation.

19. **Defects in Election or Appointment to Board**

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

20. **Vacating Office of Board Member**

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

- (a) by notice in writing to the Corporation resigns his office;
- (b) dies;
- (c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
- (d) becomes bankrupt;
- (e) is a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P- 44.1;
- (f) is convicted of an indictable offence for which he is liable to imprisonment;
- (g) is absent from meetings of the Board for two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- (h) ceases to qualify for membership pursuant to Bylaw 7;
- (i) in the case of a company which is a member of the Board, if the company is in arrears as set forth in sub-paragraph (c) above, if it becomes bankrupt or makes an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction;
- (j) is refused bonding, at a reasonable premium, by a recognized bonding institution; or

(k) his Spouse, commences any legal proceedings against the Board or the Corporation.

21. **Signing Authorities**

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

22. **Corporate Seal**

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

23. **Annual General Meetings**

An annual General Meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. Each annual general meeting shall occur within 90 days after the beginning of the fiscal year. Each such meeting shall be held within the Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location. Within 60 days after an annual general meeting, the Corporation shall provide an owner or Mortgagee who has given written notice under section 26(3) of the Act (or any provisions passed in substitution therefor) with the approved minutes, or draft minutes if no minutes have been approved, of the annual general meeting. The approved minutes or draft minutes provided in accordance with the foregoing must include records of the votes held at the annual general meeting, recording the following:

- (a) if an ordinary resolution was proposed, the results of the vote, or
- (b) if a special resolution was proposed, (i) the number of persons entitled to exercise the power of voting who voted in favour of the resolution and the number of Unit Factors represented by these persons, and (ii) the number of persons entitled to exercise the power of voting who did not vote in favour of the resolution and the number of Unit Factors represented by these persons; and
- (c) for an election of Board members determined by a vote, the number of votes in favour of each candidate.

24. **Extraordinary General Meetings**

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

25. **Convening Extraordinary General Meetings**

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than fifteen (15%) percent of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent

of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors convene an extraordinary General Meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

26. **Notice of General Meetings**

A minimum of fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting (and in the case of Special Business the general nature of such business), shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

27. **Proceedings at General Meetings**

Proceedings at General Meetings shall include that:

- (a) All business that is transacted at any extraordinary meeting or at an annual General Meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the chairman, calling of the roll, certification of proxies and proving notice of meeting, shall be deemed Special Business.
- (b) Items of Special Business must be set forth in the notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business. Items of Special Business may or may not require a Special Resolution.
- (c) All General Meetings of the Corporation shall be conducted in accordance with the rules of procedure established by the Board.
- (d) If at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions.

28. **Quorum for General Meetings**

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

29. **Adjournment for Lack of Quorum**

If a quorum is not present for a General Meeting within thirty (30) minutes of the time set for the meeting, the meeting shall stand adjourned for fifteen (15) minutes to allow further Owners to attend. If at the adjourned meeting a quorum is not present immediately following the fifteen (15) minutes adjournment, the persons entitled to vote who are present shall constitute a quorum.

30. **Chairman for General Meetings**

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

31. **Order of Business for General Meetings**

The Order of Business at General Meetings, and as far as is appropriate at all extraordinary General Meetings, shall be:

- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the chairman of the meeting;
- (b) call to order by the chairman and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) approval or amendment of agenda;
- (e) reading and disposal of any unapproved minutes;
- (f) reports of officers;
- (g) reports of committees;
- (h) financial report;
- (i) appointment of auditors;
- (j) election of Board members whose term have expired;
- (k) unfinished business;
- (l) new business; and
- (m) adjournment.

32. **Voting by Show of Hands**

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

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

33. **Poll Votes**

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

34. **Voting Calculation**

On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election to the Board.

35. **Votes Personally or by Proxy**

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

36. **Proxy**

(a) **Proxies**

- (i) Subject to the terms of this Section, an instrument appointing a proxy shall be in writing and may be given to any individual by an Owner or mortgagee who has given written notice under section 26(3) of the Act (or any provisions passed in substitution therefor), and may be either general or for a particular meeting, but a proxy need not be an Owner or Mortgagee. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner.
- (ii) A proxy is invalid if it is given to a minor or a person other than an individual. A proxy is invalid if it is given to a manager or employee of either the Corporation or a management company retained by the Corporation, unless the proxy contains a limitation that it was given only for the purposes of establishing quorum for a meeting.
- (iii) An Owner that is not an individual may be represented in a vote (A) by a member of the board of directors of the Owner, or, if there is no board of directors, by a member of a similar body in respect of that Owner, or (B) by an individual to whom the Owner has given a proxy. Where 2 or more proxies are presented to a corporation in respect of the same Unit by the same Owner, only the most recently given proxy is valid.

(b) **Written Proxy Requirements**

A proxy is invalid unless it is in an electronic or hard copy format and contains at least the following elements: (A) the name and unit number of the Owner or Mortgagee giving the proxy; (B) the name of the individual to whom the proxy is given; (C) the date the proxy is given; and (D) the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of a person authorized to sign for that Owner or Mortgagee. A proxy may be revoked in an electronic or hard copy format.

(c) Restrictions Respecting Proxies

A proxy is subject to (A) any limitations, restrictions or instructions imposed by the person who gave the proxy, and (B) any reasonable procedural restrictions set out in these By-laws or the rules of the Corporation. A proxy shall not be exercised by an individual who is not named in the proxy. A proxy expires on the earliest of (C) the expiry date set out on the proxy, (D) 6 months from the date on which the proxy was given, and (E) the date on which the person who gave the proxy ceases to be an Owner or mortgagee of the Unit in respect of which the proxy was given.

(d) Rules Respecting Proxies

Except to the extent that a matter is already dealt with in these Bylaws, the Corporation may adopt rules respecting the use of proxies, including, without limitation, procedures respecting the presentation, verification and registration of proxies, provided that said rules may be adopted only as may be reasonably necessary for the expedient conduct of meetings or votes. Proxies must be certified before or at the outset of the general meeting at which an individual is seeking to exercise the proxy.

37. Eligibility to Vote

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

38. Vote by Co-Owners

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

- (a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands but any one Co-Owner may demand a poll.
- (b) On any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to his interest in the Unit. The joint proxy (if any) on a poll shall have a vote

proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

39. **Resolution of the Owners**

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

40. **Successive Interests**

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

41. **Trustee Vote**

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

42. **Voting Rights of Mortgagee**

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

43. **Violation of Bylaws**

Where there is a violation of these Bylaws:

- (a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.
- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or

Tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a solicitor and his own client.

- (c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, specifying a reasonable time in which the breach is to be rectified, and containing all other information as required under Section 73.7 of the Regulations. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction (up to the maximum amounts permitted under the Act and Regulation, as amended from time to time), to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a Tenant of an Owner is alleged to be in breach, the notice shall also be served on the Tenant and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of the applicable Bylaw(s). The Board shall comply with the requirements set forth in the Act and the Regulation when imposing sanctions, including without limitation providing the required notices, response times and abiding by the maximum amounts prescribed for monetary sanctions. No monetary sanctions may be imposed for a failure to comply with any of the rules and regulations.
- (d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.
- (e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.
- (f) Any member of the Board who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 62(b)(xvii) may contact the Municipal Authority requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be removed therefrom and be impounded in a pound maintained for that purpose. The Unit Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the Common Property by such towing, or to the violator's vehicle while on the Common Property or at any time while the infraction is being remedied.

44. **Amendment of Bylaws**

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least thirty (30) days prior to the date of any such Special Resolution.

45. **Damage or Destruction**

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

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

Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 46.

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application. Upon termination of the condominium status:

- (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
- (ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- (b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon any Unit or Building or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner.

- (c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.
- (d) Where the Corporation is required to enter a Unit or a Building for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit or Building, and capable of being used in connection with the enjoyment of any other Unit or Building or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit or Building to its former condition, leaving the Unit and Building clean and free from debris.
- (e) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items in any Unit or the Common Property by himself, members of his family, his Tenants or members of their families, his invitees and contractors or licensees that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only up to the amount of the insurance deductible). Should any Owner fail to repair such damage in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair; and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon as herein provided for overdue assessments and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit.

46. **Insurance**

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

- (a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
 - (i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
 - (A) all of the insurable Common Property;
 - (B) all insurable property of the Corporation, both real and personal of any nature whatsoever;

(C) all of the Units, including all Buildings (BUT EXCLUDING all improvements and betterments made to the Buildings and all furnishings and other personal property of each Owner whether or not installed in the Building or Unit), for the full replacement cost thereof, without deduction for depreciation, and insuring the interests of and naming as insureds:

- (i) all Owners from time to time;
- (ii) all mortgagees who have given written notice of their interests to the Corporation;
- (iii) the Corporation; and
- (iv) the Board of Directors;

(hereinafter collectively called the "**Insureds**") as their respective interests may appear, PROVIDED THAT for the Residential Units the following additional terms shall apply:

- (v) for the Residential Units, other than those owned by the Developer, insurance shall provide for the replacement value of the Residential Units and of the fixtures and finishing in the Residential Units, as if all Residential Units contained the features as described in the Standard Insurable Unit Description; and
 - (vi) for the Residential Units owned by the Developer, insurance shall provide for the replacement value of the Residential Units and of the fixtures and finishing as they existed at the time of the registration of the Condominium Plan;
- (ii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or Tenants, incidental to the ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
 - (iii) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;
 - (iv) Liability insurance for the Corporation arising out of a breach of duty as the Occupant of the Common Property;

- (v) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
 - (vi) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution; and
 - (vii) For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.
- (b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- (i) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
 - (ii) standard mortgage endorsements (from the Insurance Bureau of Canada or its equivalent) attached to each such policy;
 - (iii) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
 - (iv) the policy shall be written on a stated amount basis; and
 - (v) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured.
- (c) Annually, or at such other timeframe as determined by the Board, but in any event not less than every five (5) years, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Units, Buildings and all of the property of the Corporation. Upon request, a copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Units, Buildings and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of

the Insureds upon written request therefor, and a duplicate original of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.

- (e) Notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of Tenants against liability or the interests of Tenants or Owners for their improvements or betterments, belongings, contents, personal property, rental revenue or related losses. The insuring of any improvements, betterments, contents, personal property, rental revenue and related losses within a Building or on a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any improvements, betterments, contents or personal property within a Building or on the Unit however caused.
- (f) In the event a claim is made under any insurance policy of the Corporation and the Board, in its sole discretion and acting reasonably, determines that the Owner (or members of his family, his Tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the claim or if the loss originated from the Owners Unit, the Corporation may recover the deductible portion of the claim from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation from the Owner for the amount of the deductible and all costs, charges and liabilities associated therewith, and with the collection thereof, incurred by the Corporation.
- (g) Each Owner shall purchase insurance with respect to deductibles that may be payable to the Corporation under Section 62.4 of the regulations to the Act in respect of the Corporation's insurance policy in an amount equal to the maximum recoverable amount permitted under the Act and regulation, as may be amended from time to time. Upon demand by the Corporation or the Manager, each Owner shall provide to the Corporation or the Manager a certificate of insurance confirming that the Owner has obtained and kept in force the insurance required by this Section.

47. **Contributions for Common Expenses and Budgets**

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

- (a) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Shares for their respective Units or as otherwise provided herein and, without limiting the generality hereof, shall include the following:

- (i) All levies or charges on account of any service that is supplied or provided by the Corporation, including, without restriction, any garbage and/or recycling removal, electricity, water, sewer, gas and fuel services supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise. For clarity, this Bylaw 47(a)(i) does not obligate the Corporation to offer or provide any specific services, other than as required by these Bylaws;
- (ii) Management fees and Insurance Trustee fees, and if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
- (iii) All the charges on account of lawn maintenance and landscaping and for snow and debris clearance from the Managed Property or Common Property;
- (iv) All charges on account of lighting fixtures situated on the Managed Property or Common Property excluding the bulbs in the light fixtures on the exterior of the Building;
- (v) All charges on account of maintenance for those portions of a Unit, Buildings, Managed Property, or Common Property for which the Corporation is responsible under these Bylaws;
- (vi) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
- (vii) All charges incurred by the Corporation on account of maintenance, operation, repair or restoration of any Unit or Managed Property for which it is responsible or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage;
- (viii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees and disbursements;
- (ix) All reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;
- (x) Maintenance of the outside of exterior walls and other structural costs of the Building;
- (xi) The cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
- (xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation; and

- (xiii) The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common Property.
- (b) At least thirty (30) days prior to the start of each fiscal year the Corporation shall deliver by hand or mail by Canada Post to each Owner at the municipal address of his Unit:
 - (i) a copy of the budget for the ensuing fiscal year; and
 - (ii) a notice of the assessment for the Owners' contribution towards the Common Expenses of the Corporation for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the Unit Shares for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:
 - (A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged;
 - (B) any expenses that relate directly and solely to the maintenance, operation, repair or restoration of all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Units of such maintenance, operation, repair or restoration, as the Board may determine.
- (c) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and for the Capital Replacement Reserve Fund.
- (d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Buildings, the Managed Property and the Common Property, but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.
- (e) The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation. All contributions shall be payable either by the provision of post-dated cheques or by preauthorized debit from the Owner's bank account, at the direction of the Corporation.
- (f) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.

- (g) The Corporation shall, on the application of an Owner, purchaser or mortgagee or the solicitor of an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) days:
- (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the manner in which the contribution is payable;
 - (iii) the extent to which the contribution has been paid by the Owner; and
 - (iv) the interest owing, if any, on any unpaid balance of a contribution;
- and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.
- (h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- (i) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
 - (ii) the particulars of:
 - (A) any action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
 - (iii) the particulars of or a copy of any subsisting management agreement;
 - (iv) the particulars of or a copy of any subsisting recreational agreement;
 - (v) a copy of the current budget of the Corporation;
 - (vi) a copy of the most recent financial statements, if any, of the Corporation;
 - (vii) a copy of the Bylaws of the Corporation;
 - (viii) a copy of any minutes of proceedings of a General Meeting of the Corporation or of the Board;
 - (ix) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the Common Property;

- (x) a statement setting forth the amount of the Capital Replacement Reserve Fund;
 - (xi) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included in the Condominium Plan;
 - (xiii) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act; and
 - (xiv) any other documents to be provided pursuant to Section 44 of the Act.
- (i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or—by vacating or abandoning his Unit.
 - (j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

48. **Special Assessments**

If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to the Unit Shares for their respective Units or as set forth in Bylaw 47(b)(ii) above. Unless otherwise provided, all such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

49. **Default in Payment of Assessments**

Default in payment of assessments and lien for unpaid assessments, instalments and payments:

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of the Municipal or any local authority in respect of unpaid realty taxes,

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

- (b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, solicitor and his own client legal fees on a full indemnity basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective unit pursuant to Section 39(1)(a)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner for the next month following the date when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- (c) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this Bylaw;
- (d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;

- (e) In the event of any contribution, assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee; and
- (f) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client basis) which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or Tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

50. **Estoppel Certificate**

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Unit Owner but this shall not prevent the enforcement against the Unit Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution. The cost of an estoppel certificate requested shall not exceed \$200.00 (or such greater amount permitted under the Act) for each estoppel certificate.

51. **Leasing of Units**

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

- (a) In the event that any Owner desires to lease or rent his Unit or Building he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation pursuant to Bylaw 62(c), signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The Tenant or Owner, within twenty (20) days of occupancy, must provide to the Corporation, upon request, a certificate of insurance evidencing existence of a Tenant's insurance policy. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations.
- (b) The Corporation IS HEREBY AUTHORIZED TO:
 - (i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of

the deposit used within ten (10) days of being notified, in writing, by the Board of its use;

- (ii) give notices to give up possession of residential Units under Section 54 of the Act; and
 - (iii) make applications to the Court under Sections 55 and 56 of the Act;
- (c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in default of payment of contributions, in which case the Tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.
- (d) The Board may charge an extra fee for a moving damage deposit, extra security, supervision of move-ins and move-outs and for lessees or Tenants of Owners. The Manager must be given forty eight (48) hours' notice of any such move-in or move-out.

52. **Severability**

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.

53. **Notices**

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

- (a) sent by prepaid registered mail to:
 - (i) the Owner at the address of his Unit or other known address;
 - (ii) the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - (iii) to the Corporation at its address for service shown on the Condominium Plan; or
 - (iv) a mortgagee at its address supplied to the Corporation;
- (b) left with the Owner or some other adult person at the said address of the Unit;
- (c) put under the front door of the Unit; or
- (d) put in the mailbox of the Unit.

Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be

deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

Notwithstanding the foregoing, where an Owner has requested and consented to receive communications from the Corporation by electronic means and has provided an electronic address for this purpose, the Corporation shall send notices including, without limitation, minutes, notices of meetings or non-compliance with the By-laws and notifications of new rules by electronic means to that address. Where the Corporation provides notices to an electronic address, the notices and any attachments to the notices must be sent in a manner that is capable of being indefinitely retained by the recipient. The Corporation is required to send notices to electronic addresses only if the electronic address is an e-mail address, or any other type of electronic address that is acceptable to the Board, as signified by a written resolution. A notice or notification sent in accordance with the foregoing shall be deemed to have been received by the Owner 24 hours after it is sent by electronic means to the electronic address of such Owner.

54. **Notice of Default to Mortgagees**

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

55. **Debt Retirement on Termination**

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors or otherwise in accordance with the principles set forth in Bylaws 47(b)(ii), subject to the interests of any mortgagees.

56. **Company Which is Member of Board**

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

57. **Alternate Board Representative**

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

representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

58. **Privacy Areas and Parking Areas**

Privacy and parking areas shall be governed by the following terms:

- (a) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any exclusive use area assigned or designated by it hereunder.
- (b) While any such exclusive use area is not included in the Condominium Plan as part of a Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such exclusive use area shall be maintained at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for clearing slush and snow from the roadway, outside parking areas and the individual driveways, and mowing all grass which is accessible by power mowers, and structurally maintaining all parking areas, roadway, driveways, decks and patios to a standard considered reasonable by the Board. An Owner shall structurally maintain any Board approved Owner-initiated improvements to any patio or deck immediately adjacent to their Building.
- (c) If the Owner shall fail to properly maintain any such privacy area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment.
- (d) The term exclusive use area does not include any fence, rail or similar structure bordering any Unit.
- (e) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.

59. **Realty Taxes**

The realty taxes and other Municipal and governmental levies or assessments against land, including Buildings and improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act.

60. **Indemnification of Officers and Managers**

The Corporation shall indemnify every member of the Board, Manager, office, authorized volunteer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to

which he may be made a party by reason of his being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation shall require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

61. **Non-Profit Corporation**

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

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

62. **Use and Occupancy Restrictions**

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

- (a) In this Bylaw:
 - (i) "Occupant" or "Tenant" means the rightful and lawful Occupant or lessee of a Building or Unit, whether or not the Occupant is an Owner, who is in occupation of a Building for more than thirty (30) days in any calendar year; and
 - (ii) "Owner" includes a Tenant.
- (b) An Owner, Occupant or Tenant SHALL NOT:
 - (i) use his residential Unit or any part thereof for any purpose which may be illegal or injurious to the reputation of the Project, for any commercial, professional or other business purpose, or for a purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant Municipal Bylaw. No Owner or Occupant shall use a Unit to provide a day care centre or commercial

baby-sitting services without the prior written consent of the Board, which consent may be arbitrarily withheld. No garage sale shall be held on any Unit without the prior written approval of the Board;

- (ii) make or permit noise within or about any Building or Unit or the Common Property or allow any odour to emanate or escape from his Unit or conduct himself in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Building or Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- (iii) keep any animal, livestock or fowl of any kind, other than household animals and pets as are normally permitted in private homes in urban residential areas and then only if approved by the Board, which approval may be withdrawn on reasonable grounds on fifteen (15) days' notice to that effect. Additionally:
 - (A) no livestock, spiders, snakes, fowl or reptiles will be approved;
 - (B) all dogs and cats approved must be hand leashed outside a Building (except on decks or patios), and kept under control and in the custody of a responsible person at all times;
 - (C) any Municipal Bylaws in effect with respect to pets at any point in time shall have effect within the Managed Property and Common Property and Municipal enforcement officers are hereby authorized to enforce the said Municipal Bylaws in the Managed Property and Common Property;
 - (D) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property or Managed Property necessitated by and caused by an approved pet. An Owner shall clean up any animal defecation immediately from either the Common Property or the Managed Property; and
 - (E) no more than one (1) dog, not to exceed twenty (20 lbs) pounds in size, and one (1) cat per Unit will be approved, unless prior written approval of the Board acknowledges extraordinary circumstances such that the Owner could have more than the stated limit, with the understanding upon taking ownership that the Owner will not add any dog or cat over and above the stated limit when a dog or cat is no longer in the possession of the Owner in the Unit.
- (iv) use or permit the use of his Building or Unit other than for residential purposes, except as may be permitted under relevant Municipal Bylaw as per subparagraph (i) hereof;
- (v) permit his Building or Unit to be occupied as a place of residence by more than two (2) persons at any given time without the consent of the Board in writing;

- (vi) do any act or permit any act to be done, or alter or permit to be altered, his Building or Unit (including the driveway) in any manner, which will alter the exterior appearance of the structure comprising his or any other Buildings or Units without the prior written approval of the Board. No surface (including paint or stain) or overhead covering shall be applied to a deck or patio without the prior written consent of the Board. No air-conditioning unit visible from the exterior shall be installed without the prior written consent of the Board;
- (vii) permit laundry, towels, rugs or blankets to be hung other than inside the Building on his Unit;
- (viii) erect or place any Building, structure, improvement, fixture, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Unit, the Common Property or on the Managed Property without the prior written consent of the Board;
- (ix) permit, erect or hang over or form or cause to be erected or to remain outside any window or door or any other part of the Building, the Unit or on the. Common Property, fences, barriers, partitions, awnings, air-conditioning appliance, extension cords, clotheslines, shades or screens or any other matter or thing without the prior written consent of the Board, which consent the Board may arbitrarily withhold or subsequently withdraw. In the event such consent is withheld or withdrawn, the Owner shall forthwith remove the item. No television, mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Building or on any Unit except as authorized by the Board and then, only in accordance with the regulations therefor which may be established by the Board. All requests for a satellite dish installation must be approved by the Board prior to installation. In addition:
 - (A) no Owner shall install or attach, or cause to be installed or attached, more than one (1) satellite dish on his or her Unit and shall only install a satellite dish in the location permitted by these Bylaws;
 - (B) a satellite dish installed on an Owner's Unit will be placed on a pedestal on the front or rear deck, or on a pedestal within one meter of the deck, or only in the circumstance where reception is not possible from a deck location, on the roof or wall of the Building;
 - (C) the installation of a satellite dish will be carried out only by a licensed tradesperson, and the necessary wiring will be conducted into the Building as close as possible to the satellite dish;
 - (D) in the event that the installation of a satellite dish causes damage to the exterior of a Building, or results in penetration by water, the costs of repairing any such damage shall be the responsibility of the Owner;

- (E) in the event of the removal of a satellite dish, the cost of the removal, and the restoration of the exterior finish of a Building, shall be the responsibility of the Owner;
- (x) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials on his Unit or on the Common Property, normal cleaning products, related household goods, and barbeques on decks or patios excepted;
- (xi) do anything or permit anything to be done or bring or keep anything in his Unit, the Building, the Common Property or the Corporation property which will or would tend to increase the risk of fire or flooding or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xii) do anything or permit anything to be done by any Occupant within his Building or Unit, or the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place devices or other objects on the lawns and grounds of the Common Property or the Managed Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- (xiv) deposit customary household refuse and garbage outside the Building of his Unit other than in compliance with the requirements of the Municipality.
- (xv) erect, place, allow, keep or display signs, billboards, advertising matter, "For Sale" signs, or other notices or displays of any kind on the Common Property, or in or about any Building or the Unit in any manner which may make the same visible from the outside of the Unit or the Building without the prior written consent of the Board;
- (xvi) permit any member of his household, guests, visitors or pets to trespass on the Unit of another Owner;
- (xvii) in regard to parking and operating a Private Motor Vehicle on the Project:
 - (A) wash any motor vehicles anywhere on the Project other than on a Unit in such a manner as will not cause nuisance or annoyance to the other Owners and in compliance with all environmental requirements of the Municipality, including the use of environmentally acceptable biodegradable soap;
 - (B) carry out any repairs or servicing to Private Motor Vehicles on the Project except in an enclosed garage;

- (C) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored outside the garage of the Building, except an Owner may park a holiday trailer or motorhome on the driveway for purposes of loading and/or unloading for up to forty-eight (48) hours;
 - (D) keep on the Managed Property any Private Motor Vehicle which is not currently licensed, insured and in operating condition without the prior written consent of the Board. Proof of the foregoing shall be provided to the Board upon request;
 - (E) not park or allow any visitor to park any automobile anywhere on the Project which leaks any oil, grease, antifreeze or gasoline or which is, in any other way, offensive or hazardous. If any leak shall occur, the Owner shall clean up such leakage as soon as reasonably possible;
 - (F) park more Private Motor Vehicles on the driveway in front of the garage of a Unit than fit without blocking an adjacent driveway or Unit. No vehicle shall be parked on the grass of the Project at any time;
 - (G) allow an overnight visitor to park anywhere on the Project except on a Unit driveway or in designated visitor parking. No Occupants shall park in visitor parking at any time without prior Board approval. A visitor shall comply with the visitor parking policy at all times;
 - (H) idle a Private Motor Vehicle any longer than is reasonably necessary;
 - (I) park or allow a guest or any other person to park in any manner which obstructs access to a fire hydrant; or
 - (J) park or allow a guest or any other person to park in any manner which hinders the safe, speedy, and unobstructed access to any Unit by any emergency vehicles, such as ambulances, fire department and police vehicles;
- (xviii) obstruct or permit any passage or driveways or parking areas to be obstructed by any Occupant, his family, guests or visitors or their vehicles;
 - (xix) allow his Building or Unit to become unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up a Unit or the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
 - (xx) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the Building which affect other Units or Buildings or any load bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any professional

reasonably engaged by the Board to review the proposed design and specifications or advise the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

- (xxi) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- (xxii) be responsible for snow removal other than from the deck or patio on the Unit. An Owner shall not shovel or brush snow, run water or throw anything onto the Unit of another Owner;
- (xxiii) use his deck or patio or other areas outside of his Building for the storage of personal belongings or other goods or chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the Building of his Unit when not in actual use, and each Owner will comply with all reasonable requests of the Board or its representatives that all household or personal effects or articles belonging to an Owner's household be put away inside such Building when not in actual use excluding lawn furniture, neat storage boxes, flower pots with live plants and barbeques which are allowed on decks or patios. When not in use barbeques shall be covered by a suitable barbeque cover that is in good conditions and the gas supply valve shall be turned off. No sofas, freezers, electronics, tires, paints, packing boxes or storage of items are allowed on decks, patios, front lawns or on front driveways;
- (xxiv) prevent or prohibit access to and use of exterior electrical plugs or exterior water taps on a Building for purposes of maintaining Common Property or Managed Property. An Owner shall ensure the exterior water line and tap for the Building are drained and winterized in each calendar year. An Owner shall be responsible to repair and maintain the exterior water line and tap and exterior electrical plug on the Building;
- (xxv) cook on a deck or patio other than using a propane gas, natural gas or electric barbeque. All barbeques shall be used at least eighteen (18") inches away from any building or fence. No charcoal briquette barbeques, wood burning devices, open fires or fire pits shall be installed or used anywhere on the Project. Patio heaters are permitted on a deck or patio;
- (xxvi) without the prior written consent of the Board, have any right of access to those portions of the Managed Property or Common Property used from time to time for mechanical systems, utilities areas, Building maintenance, storage areas, operating machinery or any other parts of the Managed Property or Common Property used for the care, maintenance or operation of the Project generally;

- (xxvii) use foil, bed sheets, towels, flags, newsprint, or other objectionable material as window or patio door coverings. An Owner shall not apply any window tinting or security film to a window that is visible from the exterior without the prior written consent of the Board;
- (xxviii) feed or harbour birds, squirrels, or other wild animals on any Unit or anywhere on the Common Property except with bird or squirrel feeders which an Occupant must keep clean and free of droppings;
- (xxix) render a Building unfit for human habitation. An Owner shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control;
- (xxx) install a hot tub outside a Building on a Unit;
- (xxxi) paint, decorate or otherwise alter any portion of a Building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;
- (xxxii) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period between November 1st of each year to February 28th of the following year. Any other seasonal decorations on Managed Property must be approved by the Board prior to installation. No personal decorations or personal possessions are allowed on Common Property. An Owner shall repair any damage to the exterior of the Building caused by the installation of any decorations;
- (xxxiii) smoke or allow smoking on the Common Property or Managed Property except on a deck or patio with such Owner disposing of smoking material into a fire retardant receptacle placed on such deck or patio which receptacle shall be filled with either sand or water. An Owner shall not throw cigarette butts, matches or other smoking or combustible materials out of windows, over decks, off patios, or anywhere on the Common Property or Managed Property, except as aforesaid;
- (xxxiv) plant any tree or shrub on a Unit or Common Property, without the prior written approval of the Board;
- (xxxv) prune, trim, top, or otherwise alter the appearance of a tree on the Managed Property, without the prior written consent of the Board;
- (xxxvi) install wind chimes or wind socks on the Managed Property;
- (xxxvii) install any flags on the Managed Property or the Common Property without the prior written approval of the Board, except for displaying the Canadian flag on the Managed Property in a seven (7) day period prior to and including Canada Day; and

(xxxviii) leave a Unit vacant or unattended to in excess of seventy-two (72) hours without inspection by the Owner or his/her agent.

- (c) An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Subsection (b) hereof and, upon request of the Corporation, obtain from the Tenants or have the Manager who leases the Units and residential dwellings on behalf of the Owners obtain from the Tenants-an undertaking, in writing, to the following effect:

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

63. **Managed Property**

The following provisions apply to Managed Property:

(a) Restricted Development, Architectural Standards and Restrictive Covenant

- (i) No Owner shall improve, develop, construct upon or otherwise modify his Building or Unit unless such development or improvement strictly complies with any and all development restrictions imposed upon the Unit by the Municipal Authority (whether disclosed on title to the Unit or not), and the Architectural Standards.
- (ii) The Corporation is hereby empowered, and the Board is authorized on behalf of the Corporation, to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with Bylaw 63(a)(i) hereof and enforce the Architectural Standards (enforcement to be limited to the extent it is limited by law).

(b) Elements of Managed Property

Without limiting the definition thereof in Bylaw 1(q), "Managed Property" shall be comprised of those portions of the Units comprised of lawns, landscaping, driveways, patios, Project perimeter fences, the exterior of any and all Buildings on the Units (EXCLUDING the doors and windows on exterior walls of a Building, which are the responsibility of the Owner), including roofs, foundations and structural elements built in accordance and compliance with this Bylaw and all Municipal and provincial requirements, codes and standards. Without restricting the generality of the foregoing, "Managed Property" includes all parts of the Unit outside and up to, but not including, the interior finishing of the floors, walls and ceilings in all Buildings on the Units and all utility and service lines and facilities outside such interior finishing of a Building, irrigation systems and common light standards.

(c) Duties and Restrictions on Owners Regarding Managed Property

Each Owner shall, in respect to the Managed Property on or in his Unit:

- (i) permit the Corporation (and anyone who is agent for or authorized or directed by the Corporation) to enter his Unit for emergencies, inspection, maintenance, repair, upkeep, cleaning and control (generally) of the Managed Property as if same were Common Property;
- (ii) adhere to, comply with and strictly observe this Bylaw and all rules, regulations, Bylaws, resolutions and other requirements of the Corporation and its insurers as same relate to the Managed Property; provided that in the absence of anything expressly to the contrary, the rules, regulations, Bylaws, resolutions and other requirements as shall apply to the Common Property shall apply to the Managed Property;
- (iii) not, in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and responsibilities arising hereunder or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property; and
- (iv) not in any manner whatsoever without first obtaining the written consent of the Board, change, improve, alter, adjust, remove, disfigure or otherwise disturb the Managed Property or any part or component thereof.

(d) Powers, Duties and Restrictions of the Corporation

The Corporation shall:

- (i) in addition to and without limiting its powers relating to the management and control of Common Property, BE EMPOWERED TO:
 - (A) enact rules and regulations relating to the management and control of the Managed Property and the Unit, provided at all times at least 30 days before a new rule and regulation is to come into effect, the Corporation shall provide written notice of the new rule by either (i) delivering it to each occupied Unit, or (ii) posting it in an open and conspicuous common area on the parcel to which all owners and occupants have access, and (b) serve written notice of the new rule on all Owners who do not reside on the parcel. The Corporation may establish a rule that comes into effect immediately on notice being provided by the Corporation to the foregoing persons if the rule addresses a safety concern, a security concern or an emergency (such rule to remain in effect for the duration of such safety concern, security concern or emergency). Subject to rules in respect of safety concerns, security concerns or emergencies, a rule is of no force or effect until the 30-day notice period has expired;
 - (B) employ and contract for services for repair, maintenance, replacement, cleaning and other similar services (INCLUDING painting, gardening, lawn mowing and snow clearance) necessary to properly maintain the Managed Property;

- (C) as part of and in accordance with its general power of levying assessments, assess the Owners for their respective shares in the costs of the Corporation carrying out of its duties hereunder; and
 - (D) generally manage, operate and control the Managed Property in accordance with such election as if and to same extent as if the Managed Property was Common Property;
- (ii) shall, in addition to and without limiting its obligations generally relating to the maintenance, management, repair and control of Common Property, control, manage, maintain, repair and administer the Managed Property unless otherwise directed by Special Resolution of the Corporation, provided that such duties and obligations may, from time to time, be amended and adjusted (INCLUDING without limitation, by increasing or reducing same) by Special Resolution of the Corporation. If, pursuant to Special Resolution, it is resolved that the Corporation shall be relieved and is not, from the effective date thereof, to be responsible for the management, repair, maintenance, upkeep, replacement and control of the Managed Property, all such duties and responsibilities shall therefor be performed by the Unit Owners and these Bylaws shall be interpreted accordingly PROVIDED NEVERTHELESS THAT the Corporation shall continue to be responsible for and perform its insurance and replacement reserve fund obligations under these Bylaws and its duties to maintain, repair, replace and manage the Common Property; and
- (iii) to the extent that the Board shall determine practicable, insure the Managed Property (or such part or parts thereof as the Board determines is reasonable, feasible and economic) as the Board is otherwise required by these Bylaws.

64. **Change of Legislation**

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

65. **Arbitration and Mediation**

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

66. **Party Wall Agreement - Bare Land Units**

Each Owner acknowledges that each Building constructed on each Bare Land Unit has or will have at least one common wall with a Building constructed on an adjoining Unit and that the common wall is located as nearly as practicable upon the lot line between the two adjoining Bare Land Units. Each Owner agrees with each other Owner as follows:

- (a) the common wall constructed or to be constructed on or about the lot line between the adjoining Bare Land Units has been or will be constructed as a party wall to be used for the joint purposes of the adjoining Building so erected by the Owners and shall be used and maintained as a party wall in such manner as to ensure to each Owner in respect of his adjoining Building the enjoyment of a right to support and use, all to the intent that no portion or part of the party wall erected shall, for any purpose whatsoever, be construed or deemed to be an encroachment on any adjoining Bare Land Unit and shall continue as a party wall perpetually and, to the extent that any portion or part of the party wall shall encroach upon any Bare Land Unit, the Owner of such Unit grants and conveys to each adjoining Owner an easement for the purpose of such encroachment;
- (b) each Owner grants and conveys to each adjoining Owner an easement in support of the party wall and of any vertical or near extension thereof in respect of the width of the party wall constructed upon that Owner's Bare Land Unit, to the intent such easement shall be annexed to and run with such Unit in accordance with the provisions herein set forth;
- (c) if the party wall at any time following construction requires any repair or maintenance (either external or internal), then, to ensure any Owner the right to the convenient enjoyment of his right to support and use, the Corporation shall be at liberty to cause the party wall to be repaired or maintained, provided that notwithstanding the foregoing, in the event such repair or maintenance (either external or internal) is required or necessitated due to damage to such party wall caused by the willful or wanton act or acts of any Owner or invitee or licensee of such Owner, it is agreed by each Owner that the cost of such repairs and maintenance shall be solely borne by the Owner or any invitee or licensee of such Owner whose willful or wanton act of acts required or necessitated the repair or maintenance;
- (d) each Owner shall afford the Corporation and its agents or workmen all such reasonable access as may be necessary to enable the party wall to be speedily and effectively built and/or maintained (provided that in connection with such access reasonable notice shall be given) and as little damage as possible will be occasioned to the property of the Owners and that in the event of any damage being occasioned to the property of the Owner, such damage will be repaired to the satisfaction of the Owner at no cost to the Owner.

67. **Easement Rights**

Subject to the Act, easement rights shall be governed as follows:

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

water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts appurtenant to the Common Property and also to every other Unit capable of enjoying those easements.

- (c) The local authority and owner of any utility service who is providing services to the Parcel or to any Unit on it and the Corporation, is entitled to benefit of these easements that are appropriate to the proper provision of service provided but not to the exclusion of any other utility service.
- (d) All ancillary rights and obligations which are reasonably necessary to make this easement effective, apply in respect of the easements created herein, including the right of an Owner of a dominant tenement to enter a servient tenement to install, maintain, replace, renew or restore anything from which the dominant tenement is entitled to benefit.
- (e) Any Unit Owner, the Corporation or the local authority shall, in carrying out any operations pursuant to sub clause (d) hereof, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or Occupant of a Unit as is reasonably possible and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition.
- (f) This easement does not affect the ownership or the maintenance obligations of any utility services located within the Parcel. In other words, all utilities are to be treated as if the Parcel was a conventional condominium development.
- (g) The benefit and the burden of this easement shall run with the Land. “**Land**” means the Parcel comprised in the Condominium Plan including all Units and the Common Property.
- (h) As each of the Units is both a dominant and servient tenement, this Private Utility Easement shall be construed so that each Unit Owner shall have granted this easement in respect of each Unit to the benefit of each Unit Owner in respect of the Parcel save for that Unit.
- (i) This easement cannot be changed without the express written consent of any utility owner, including, but not limited to, the Municipality, any communication company and any gas company.

68. **Age Restrictions**

Regarding the age of an Occupant:

- (a) A Unit shall be occupied only by a Senior unless:
 - (i) that person lives with his or her spouse who is a Senior;
 - (ii) that person has been predeceased by a spouse who was a Senior; or
 - (iii) Notwithstanding the a foregoing restriction, the Board may permit a person to occupy a Unit for a specified period not exceeding twelve (12) months upon

compassionate grounds, and thereafter for such further periods of time as **may be approved**, each not to exceed twelve (12) months by way of application accompanied by a doctor's note. The permission granted by the Board may be revoked by an Ordinary Resolution at a General Meeting of the Corporation.

- (b) **"Occupation"** means a regular and ordinary presence in the Unit whether or not the person is frequently absent by reason of employment or ill health. A person shall be deemed to be an Occupant if his or her Occupation of the Unit exceeds sixty (60) days in any twelve (12) month period.
- (c) A person shall not be deemed an Occupant if that person is required to provide medical assistance to the regular Occupant of the residential unit.

69. **Life Leases**

As of the date of these Bylaws, there exists one or more Life Leases in respect of the Residential Units. It is the intention of the Owners and the Board that fee simple title to any Residential Unit to which a Life Lease applies shall be transferred to the respective Owner of such Life Lease and the respective Life Lease shall thereafter be terminated and of no further force or effect. Upon the termination of the final Life Lease applicable to the Residential Units, any reference to "Life Lease" or related reference in these Bylaws shall have no further force or effect, provided that so long as any Life Lease has not been terminated the Owner of such Life Lease shall remain an Owner of a Residential Unit and shall be bound by the terms of these Bylaws.

SCHEDULE "A" - REPAIR, MAINTENANCE AND REPLACEMENT

| ITEM | INCLUDED (Corporation responsible) | EXCLUDED (owner responsible) |
|--------------------------------|--|---|
| APPLIANCES | | Washer, dryer, stove, refrigerator & dishwasher. Broken or leaky connections. Broken or leaky water pipes inside the interior finishing of Building |
| BASEMENT FLOORS | | Cracks and floor itself |
| CEILING EXHAUST FANS | Outside caps for venting | Repair and installation of new bath and stove exhaust fans. |
| DRYERS | Outside caps for venting | |
| ELECTRICAL/ LIGHTS | Exterior fixtures | Light bulbs (interior and exterior), interior fixtures, ballasts and tracks inside Building |
| NATURAL GAS FIRE PLACES | Chimney | Maintenance, cleaning, repair and replacement of fire place |
| FLOWER BEDS | | Front, side and rear beds: gravel or vegetation maintenance, including weeding and watering. If neglected, will be maintained by Board and billed to owner |
| FOUNDATIONS | Water seepage in walls | Basement and garage floors |
| FURNACE | Repair and replace the furnace and all its components | Furnace filters, cleaning of furnace and ducts, bi-annual checks |
| GARAGE DOOR | | Door repair or replacement, interior door painting, electric eye adjustments, track & door adjustments, springs, motor repair, adjustments and replacement. Paint. Trim/Seals |
| GARAGE FLOORS | | Cracks and floor itself |
| GAS LINES | Gas lines inside interior finishing of Building to furnace and hot water heater. | Gas lines inside interior finishing of Building to gas stove, to clothes dryer and fireplace |
| HOT WATER TANK | Repair and replacement to same standard as original | |
| HUMIDIFIER | | Maintenance, repair & replacement |

| | | |
|---|---|--|
| PATIO SCREENS | | Installation and repair (need Board approval for installation) |
| SCREEN/STORM DOORS | | Installation and repair (need Board approval for installation) |
| SEWER SYSTEM | Leaking pipes or connections outside the interior finishing of Building | Leaking pipes or connections inside the interior finishing, Broken pipes, plugged toilets, sinks and drains |
| SIDING | Repair and replacement | Wash if necessary |
| SUMP PUMP | Repair and replacement to same standard as original | |
| UNIT EXTERIOR | Siding, shingles, foundation walls, eavestroughs, downspouts, sump pump pipes, cleaning of eavestroughs | Doors and windows and their related hardware (no approval required for hardware) |
| WATER PIPES | Leaking pipes or connections outside the interior finishing of Building. | Toilets — plugged or broken, mechanical adjustments and replacement (innards), broken or worn out showers, leaking tile, sink & tub stoppers, tap adjustment and replacement |
| WINDOWS AND DOORS | | Replacement (need Board approval for exterior windows and doors). Washing |
| ASPHALT DRIVEWAYS, COVERED WALKWAY CONCRETE PADS | Repair of cracks in asphalt and concrete | Resurfacing or replacement of asphalt or concrete |

SCHEDULE "B" - STANDARD INSURABLE UNIT DESCRIPTION

The Standard Insurable Unit Description for Residential Units is as follows:

| ITEM | TYPICAL STANDARD FIXTURES AND FINISHING |
|--|--|
| Floor coverings, wall coverings and ceiling coverings: | |
| Electrical lines and fixtures, including lighting fixtures: | |
| Plumbing lines and fixtures: | |
| Natural gas lines and fixtures: | |
| Fixtures with respect to air exchange and temperature control: | |
| Walls that do not form the unit's boundaries, and any windows and doors located in those walls: | |
| Cabinets and countertops: | |
| Non-chattel appliances: | |

APPENDIX “F”
STATEMENT OF RECEIPTS AND PAYMENTS

Liquidator's and Investigator's Interim Statement of Receipts and Payments**For the Period June 8, 2017 to December 31, 2020****CAD \$****Receipts:**

| | |
|------------------------------|---------|
| Residents' contribution | 602,921 |
| Reserve fund | 278,936 |
| Funds at date of possession | 7,354 |
| Miscellaneous other receipts | 5,179 |
| Interest allocation | 3,900 |

Total Receipts 898,290**Payments:**

| | |
|-----------------------------|---------|
| Repairs & maintenance | 138,513 |
| Contractors | 105,422 |
| Insurance | 87,174 |
| Property Manager wages | 57,560 |
| Municipal taxes | 56,067 |
| Reserve fund transfers | 35,650 |
| Utilities | 33,999 |
| Telephone, cable & internet | 24,171 |
| GST paid | 13,949 |
| Community services | 11,967 |
| Reserve fund study | 6,650 |
| Operating expense | 2,645 |
| Consulting expense | 2,625 |
| Bank charges | 2,532 |
| Employee expense | 2,415 |
| Equipment Rental | 1,100 |
| Fuel | 1,084 |
| Miscellaneous expense | 724 |
| Newspaper Advertising | 557 |
| WCB/WSIB | 524 |
| Purchases | 458 |
| Cleaning services | 403 |
| Trucking / Transport | 400 |
| Office Expenses | 247 |
| Interest & Penalties | 160 |

Total Payments 586,995**Excess Receipts over Payments** 311,295