

## SUNRISE PLACE BYLAWS

### PART 1 – DEFINITIONS AND APPLICATION

#### 1. Definitions and Application

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

- a. "Act" means the *Condominium Property Act*, being Chapter C-22 of the Revised Statutes of Alberta, 2000 as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act including its Regulations;
- b. "Board" means the Board of Directors elected pursuant to Part III of these bylaws;
- c. "Building" means the condominium building(s) situate on the Parcel and improvements thereto made from time to time;
- d. "Bylaws" means the bylaws of the Corporation, as amended from time to time;
- e. "Common Expenses" mean all expenses of performance of these objects and duties of the Corporation and all expenses specified as common expenses in these Bylaws;
- f. "Common Property" means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan;
- g. "Common Property Unit" means a titled Unit intended to contain the areas of Common Property that are for the use of occupants and the Condominium Corporation.
- h. "Community Garden" means a portion of the Parcel designated for the growing of plants such as flowers or vegetables. A Community Garden may be maintained by the Board or may be assigned via agreement for the exclusive use of an Owner(s).
- i. "Condominium" means the land and building situated on the Parcel and all appurtenances thereto;
- j. "Condominium Plan" means the condominium plan registered by the Developer under the Act and referred to as Condominium Plan No. \_\_\_\_\_;
- k. "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
- l. "Developer" means Classic Communities Ltd.;

- m. "Door" means and includes the door, hinges, locks, door frame, door jambs, mullions, screens and slider strollers for patio doors and all locks and doorknobs and other hardware on the door and which is located on an exterior wall;
- n. "Insurance Trustee" means a trust company authorized to carry on the business of a trust company under the laws of Alberta, selected from time to time on ordinary resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these by-laws and the Act;
- o. "Insured Hazard" means fire, tempest, storm, Act of God or other hazard required to be insured against by the Corporation;
- p. "Manager" means a person, firm or corporation appointed as manager pursuant to Bylaw 15(l) hereof;
- q. "Mortgagee" when used without the qualifier "Fee" means any mortgagee having a registered interest in a Unit;
- r. "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or a Common Property Unit with the permission of an Owner;
- s. "Ordinary Resolution" means a resolution:
  - i. passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at such meeting entitled to exercise the power of voting conferred under the Act or these Bylaws; or
  - ii. in writing signed by a majority of all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing more than fifty (50%) percent of the Unit Factors for all of the units;
- t. "Owner" means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property.
- u. "Parcel" means the land comprised in the Condominium Plan;
- v. "Parking Stalls or Unit(s)" means Parking Stalls or untitled Parking Units shown on the condominium plan to be used only for parking of private motor vehicles and bicycles.
- w. "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
- x. "Privacy Area(s)" means those areas, being part of the Common Property, which comprise either a balcony or ground level patio immediately adjacent and attached to each Unit, a parking stall, or Parking Unit with Title if applicable, and any Storage Area designated by the Board for the exclusive use of an owner (if

applicable) pursuant to Bylaw 90, and any other portion of the Common Property as may be designated by the Corporation for the exclusive use of any owner;

- y. "Residential Unit" means one of the condominium Residence units shown on the Condominium Plan;
- z. "Residential Unit Restriction" means the use restrictions on Residential Units herein provided and use restrictions applicable to Residential Units under the provincial, municipal and other laws applicable to the Units;
- aa. "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;
  - ii. agreed to in writing by not less than 75% of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- bb. "Tenant" means a Person who is the subject of a residential tenancy agreement as defined by the *Residential Tenancies Act* a person without a written agreement and/or implied lease;
- cc. "Titled Parking Stall" means a parking stall for which a fee simple title has been granted (Titled Parking Stalls not necessarily applicable);
- dd. "Unit" means an area designated as a unit by the Condominium Plan;
- ee. "Unit Factor" means the unit factor for each Unit as more particularly described in the Condominium Plan;
- ff. "Window" means and includes the window panes, frames, sash, screens, mullions, locks, and other hardware and all other parts of a window unit which is located on an exterior wall.

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 meanings as may be assigned to them in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefore or replacement thereof, unless the context otherwise requires.

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

The headings in the body of these Bylaws form no part of these Bylaws but shall be deemed to be inserted for convenience of reference only.

## PART 2 – THE OWNERS

### 2. Duties of Owners

Each Owner shall:

- a. permit the Corporation and its agents, at all reasonable times on 24 hours notice (except in case of emergency when no notice is required), to enter his Unit for the purposes of maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, sewers and other facilities for furnishing of utilities or services for the time being existing in, on or under the Unit and capable of being used in connection with the enjoyment of any other Unit or common Property, or for the purpose of maintaining, repairing or renewing Common Property, or for the purpose of ensuring that the Bylaws are being observed, or for the purpose of dealing with defaults or Bylaw breaches in the Unit or by Unit occupants. Without limiting the foregoing, the Corporation and its agents, including representatives of utility suppliers, will be entitled to enter into any part of a Unit containing utility meters serving such Unit or any other Unit;
- b. at all times when the outside temperature falls below 0 degrees Celsius, keep and maintain heating in operation within his Residential Unit to a temperature that ensures against pipe freezing in the Unit or any adverse impact whatsoever on adjoining Units or their heating or their use and enjoyment;
- c. forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- d. repair and maintain his Unit and all heating, mechanical, electrical and plumbing equipment, fixtures and facilities on or in his Unit or on adjacent Privacy Areas and also all patio or balcony Doors and all opening and closing mechanisms and locks on Windows in or on the perimeter of his Unit (whether or not such Windows are Common Property) in good and substantial repair and well groomed and in neat and tidy condition; provided that any replacement of Window hardware or balcony or patio Doors must be made with Window hardware (or Door) types and quality and to specifications approved by the Board and must be installed to standards acceptable to the Board;
- e. use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- f. not use his Unit or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will cause any insurance maintained by the Corporation to be cancelled or declined or its premium rates increased or that will cause nuisance or hazard to any occupier of a Unit (whether an Owner or not) or the family of such an occupier;
- g. notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;

- h. ensure that he and his family, tenants, visitors, and other permitted occupants of his Unit follow and comply with the Bylaws and regulations of the Corporation in force from time to time, and Residential Unit Restriction. Nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws and all restrictions by all persons leasing or occupying his Unit;
- i. at all times, comply with and perform, and cause tenants and other occupants of his residential Unit to comply with and perform, the obligations prescribed for Owners by the Residential Unit Restriction and by the use and occupancy rules reasonably established by the Board for use of Common Property;
- j. pay to the Corporation when due all Common Expenses and parking rental fees (if any) levied or assessed against his Unit together with interest on any arrears thereof at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved from time to time by Ordinary Resolution of the Corporation, calculated from the date due until payment;
- k. in all respects meet the requirements of Bylaw 51 hereof in the development, improvement, alteration, repair and other treatment of improvements on or in his Residential Unit and adjacent Privacy Area;
- l. in the event that any utilities, communication or other services, or pipes, wires, cables, ducts, conduits, transformers, or other facilities therefore, that are capable of being used or are used in connection with any other Unit or Common Property, shall at any time pass in, on, under, over or through the Owner's Unit then the Owner shall not in any way tamper, interfere with, damage or otherwise treat such pipes, wires, cables, ducts, conduits, transformers, or other facilities in any way whatsoever that may affect their use or enjoyment by other Owners;
- m. repair and maintain and keep in good repair and condition at all time all furnaces, water heaters, barbecues, and other plumbing and heating apparatus at any time situate in or on the Owner's Residential Unit or adjacent Privacy Area;
- n. not use the Privacy Area adjacent to his Residential Unit for the storage of personal belongings or other goods and chattels except as may be permitted by the Board;
- o. not leave any exterior Windows or Doors of a Residential Unit open at any time that there is no person present inside the Unit;
- p. provide to the Board duplicate copies of any keys to the Residential Unit entrance Doors for Unit access by the Manager or caretaker or other agent of the Corporation where permitted under these Bylaws;
- q. not alter or replace or redecorate the exterior of a Residential Unit entrance Door without the Board's prior consent;
- r. not interfere with, damage, tamper with or otherwise obstruct or impede the function of the temperature monitoring devices (if any) maintained in the Owner's Residential Unit as a monitor for temperature conditions that are a danger to or

risk harm to Building plumbing and other facilities or enjoyment of Units by other Owners;

- s. subject to Bylaw 60.b, ensure that any window coverings shall be white or ivory where visible from outdoors, and construction so as not to impair the operation of the heating and any air conditioning systems and shall not place foil, opaque materials, political signs, "For Sale" signs or advertising notices in or on any window;
- t. upon the request of the Corporation, obtain from the tenant, or have the manager who leases his Unit on his behalf obtain from his tenant, an undertaking in writing to the following effect:

"I \_\_\_\_\_ covenant and agree that I, the members of my household and my guests from time to time will, in using the Unit rented by me, any privacy areas related to the Unit and all Common Property, comply with the *Condominium Property Act*, the By-Laws, and all Rules and Regulations of the Condominium Corporation during the term of my tenancy."

- u. not keep or allow any animal, livestock, fowl or pet of any kind to be present in his unit or on the common property unless the animal is a bird, fish, cat or dog not weighing more than 10 kilograms. A dog in excess of 10 kg may be permitted at first instance when the Owner purchases from the Developer. Thereafter no pet over 10 kilograms shall be permitted in any Residential Unit, or on the Common Property. No person shall permit greater than 2 cats or dogs to be in their Unit. The Board of Directors may in any event exclude a dog or cat from the development if it is in their sole discretion deemed vicious or a nuisance.
- v. be deemed to have granted to the Corporation a right of entry to those parts of any Parking Stall and rear yard (if applicable) owned by him for maintenance thereof or to give access to any utility or service areas adjacent thereto.

### 3. Maintenance

- a. Each Owner shall be responsible for the repair and maintenance of his Residential Unit and all improvements now or hereafter situated therein, including without limitation the heating and air conditioning (if any) facilities therein, and to keep the Privacy Area whether adjacent or not to his Residential Unit neat and tidy and free and clear of junk and debris. Should any Owner fail to do such maintenance (other than repairs that are insured against by the Corporation) and clean-up in a manner satisfactory to the Board or its representative and such failure continues after 10 days written notice to do so given by the Board or its representative, may do or cause to be done the clean-up, repair or maintenance required to cure such breach by the Owner and the Owner affected is obliged 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 clean-up, repair or maintenance and the Board or its representative may sue all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation 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 and shall be a charge upon the Owner's Unit. In

the event that the Owner's default involved any risk of loss or damage to the common Property or to the other Units the Corporation may act without any prior notice.

- b. Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items referred to in Bylaw 9(l) hereof by any wilful or negligent acts of himself, members of his family, his tenants, invitees, contractors or licensees that are not required by these Bylaws to be insured against by the Corporation; and should any Owner fail to repair 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 any or all of the remedies open to it as hereinafter set out to recover such monies for the corporation 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.

### **PART 3 – THE CORPORATION**

#### **4. Board of Management of the Corporation and the Eligibility for the Board**

- a. The Board for the benefit of the corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. Prior to the Owners' "turnover" meeting, the Board may consist of one member appointed by the Developer. Thereafter, the Board (subject to the following) shall consist of not less than five nor more than nine persons and shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting);
- b. Ownership or occupancy of a Unit is not necessary for election to or membership on the Board and any person who has attained the age of majority shall be eligible for nomination and election to the board; provided that no Owner who is indebted to the corporation for an assessment or assessments which are more than 30 days overdue after written notice of default shall be eligible for election to or membership on the Board;
- c. At any election of Board members each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.

#### **5. Removal or Disqualification From the Board**

- a. The Corporation may by resolution at an extraordinary general meeting remove any member of the board before the expiration of his term of office and appoint another person in his place to hold office until the next annual general meeting provided that the requirements for Board membership as outlined in By-Law 4 are met;
- b. The office of a member of the Board shall automatically be vacated:
  - i. if he becomes bankrupt;

- ii. if he is an Owner being more than 30 days in arrears in payment of any instalments or payments required to be made by him as Owner as herein set forth, and he fails to cure his default within ten (10) days after written notice from any other Board member requiring him to cure such default;
- iii. is found to be of unsound mind or dies, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act*;
- iv. is found to be a dependent adult as defined in the *Dependant Adults Act*, or the subject of a certificate of incapacity under that Act;
- v. if he is convicted of an indictable offence;
- vi. if he resigns his office by writing, served upon the Corporation;
- vii. if he be absent from meetings of the Board for three (3) months without leave and his co-members resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated.

**6. Casual Vacancy**

Any casual vacancy on the board may be filled by resolution of the remaining persons on the Board until the next annual general meeting of the corporation.

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

A quorum of the board is a majority in all cases.

**8. Chairman of the Board**

The President and in his absence the Vice-President of the corporation shall act as chairman of each meeting of the board. If neither shall be present then at the commencement of the meeting the Board shall elect a chairman for the meeting. The chairman shall have a casting as well as an original vote, and if any chairman vacates the chair during the course of a meeting the board members present at the meeting shall choose in his stead another chairman who has the same rights of voting.

**9. Duties of the Corporation**

The Corporation shall:

- a. control, manage and administer the common Property and property owned by the Corporation for the benefit of all the Owners and for the benefit of the entire project;
- b. do all things required of it by the Act, these Bylaws, the Common Property rules and other rules and regulations of the corporation in force from time to time;
- c. where practical establish and maintain suitable lawns and gardens on the exterior Common Property;



- d. maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, sumps, sewers, transformers, pedestals, light standards, fire hydrants and other facilities for the furnishing of utilities and services and common areas lighting for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
- e. upon written request made by an Owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such Owner or Mortgagee, provide such Owner or Mortgagee with either a duplicate original or certified copy of all liability insurance policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies; and further shall, without request being required, provide the same to the registered first Mortgagee of any Unit who has notified the corporation of its mortgage, including all renewal certificates or replacing policies issued at any time and from time to time while such mortgage remains undischarged;
- f. call a meeting of the first purchasers at which a board shall be elected within:
  - i) 90 days from the day that 50% of the Units are sold, or
  - ii) 180 days from the day that the first unit is sold whichever is sooner;
- g. call a general meeting of the Owners, and other persons entitled to vote once in each calendar year, and in all cases allow not more than fifteen months to elapse from one general meeting to the next;
- h. control, manage, administer, maintain and repair all land and chattels and other property whatsoever owned by the Corporation; provided that nothing herein shall obligate the corporation to keep or retain any land or chattels or other property it may from time to time acquire;
- i. provide and maintain adequate garbage receptacles and garbage disposal facilities on the common Property for use by all Owners and provide for regular collection therefrom;
- j. maintain and repair any Units owned by the Corporation, notwithstanding that maintenance may be required as a result of reasonable wear and tear or otherwise;
- k. subject to any obligations imposed by these Bylaws or the Corporation upon any Owners to maintain any part of the Common Property (including without limitation Privacy Areas) over which such Owners are granted exclusive rights of use by the Corporation, maintain the common Property notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise;
- l. without limiting clause k, maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear or otherwise, the following:
  - i. all exterior Windows and Doors other than opening and closing mechanisms and locks on Windows;

- ii. roofing materials and exterior of roofs, exteriors of Unit and Building perimeter walls, eaves troughs and exterior drains, and exterior beams and trim;
- iii. all Building security systems to the extent situate on Common Property;
- iv. all Building exteriors, other than those Windows and parts of patio and balcony Doors that are Owners' responsibilities, (Owners are responsible for the cleaning of window surfaces);
- v. all utility services within, on, in, under and through the Common Property;
- vi. all roadways, curbs, sidewalks, storage areas, parking areas, garages, fencing and other common facilities on the Common Property;
- vii. all common area lighting, fire hydrant, and project mailbox facilities whether situated on Common Property or on Units;
- viii. all electrical power, water, sanitary sewer, storm sewer, natural gas, telephone, television cable and similar utility and communications lines that provide or are intended to provide service to more than one Unit, and pipes, wires, cables, ducts, conduits, transformers, pedestals, light standards, fire hydrants, common area lighting, project mailboxes and other facilities therefore; and
- ix. all structural components of the Building;
- m. provide and maintain in full force all such insurance as is required by the Act and by the provisions of these By-laws to be maintained by the Corporation;
- n. at all times keep and maintain for the benefit of the corporation and all Owners copies of all warranties, guarantees, drawing and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the act (or any provision passed in substitution therefore);
- o. provide landscaping, grounds keeping, gardening, snow and ice removal and similar services to outside areas to such standard as the board may determine;
- p. obtain, secure and implement all reserve fund studies required to be obtained or secured or implemented under the Act and any regulations thereunder;
- q. establish, levy, collect and administer Common Expense levies including reserve fund levies and reserve funds as required by law and as may be determined by the Board to be appropriate for the Corporation from time to time;
- r. maintain and administer the condominium parking plan and establish, levy and collect monthly rentals, as applicable. The Board will have the authority to change the parking plan to accommodate a Unit Owner requiring a handicapped parking stall. Unit Owners will be obligated to park in the newly assigned parking stall to accommodate this need for a handicapped parking stall;

- s. determine, administer and deal with reserve funds for future maintenance of Common Property and property owned by the Corporation in accordance with the requirements of the Act and regulations thereunder;
- t. place and maintain for and on behalf of the corporation and all Owners, fire, extended peril, third-party liability and other insurance as required from time to time under the Act or these Bylaws or as directed by the Board;
- u. ensure that the Privacy Area and balcony (or patio) Doors immediately adjacent to each Residential Unit shall be for the sole use and enjoyment of the Owner and their (respective) family, guests, and occupants of the Unit. Such Privacy Areas, other than the balcony or patio Doors adjacent thereto, shall be maintained by the Corporation; but such Privacy Area, as well as all patio and balcony Doors, shall be kept clean and tidy by the Owner of the adjoining Residential Unit;
- v. the Corporation shall, if and whenever reasonably required, grant exclusive use rights to the respective Owners as described in the foregoing sub-paragraph 9.u. above and 10.f. below, and shall enforce such exclusive use rights to and for the benefit of each respective proper Owner and their (respective) family, and guests and occupants.

**10. Powers of the Corporation**

The Corporation may;

- a. purchase, hire or otherwise acquire personal and /or real property for use by Owners in connection with their enjoyment of Common Property or their Units or any of them, or for use by the Corporation in performance of its functions, provided that real property shall only be acquired or disposed of on approval 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 the Corporation shall not borrow in excess of Ten Thousand and 00/100 (\$10,000.00) Dollars on any single occasion or incur aggregate indebtedness at any time exceeding Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars without such borrowing or incurring of debt being approved by Ordinary Resolution of the Corporation;
- c. secure the payment of moneys borrowed by it, and the payment of interest thereon, by negotiable instruments, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- d. invest as it may determine any moneys in the funds for administrative expenses or reserve funds to the extent permitted by law for trustees under the *Trustee Act* of Alberta
- e. make an agreement with any Owner for the provision of amenities or services by it to the Unit or to the Owner, including without limitation maintenance or repair of furnaces, water heater and appurtenant facilities in Residential Units and

maintenance and provision of utilities services and other such services to the Residential Units with or without charge therefore to the Owner;

- f. grant to an Owner a lease or other right to exclusive use and enjoyment of Common Property, or special privileges in respect thereof; but, any such grant shall be terminable on reasonable notice unless the Corporation by Special Resolution otherwise resolves;
- g. impose monetary sanctions on Owners, who fail to comply with these By-Laws pursuant to section 35 of the Act. The Corporation shall use its discretion in determining the severity or seriousness of each violation, and impose monetary sanctions which it considers reasonable in the circumstances. Such monetary sanctions shall not be less than Fifty (\$50.00) Dollars or greater than the amount that may be granted in damages under the Provincial Court Act. The Corporation may seek to recover a monetary sanction of not more than Ten Thousand (\$10,000.00) Dollars and/or an injunction. The Corporation may impose the non-monetary sanction of prohibiting a defaulting Owner, or any of them from exercising any power to vote conferred on such Owner by the Act or these By-Laws until such time as the default has been remedied to the satisfaction of the Board. The Corporation may only impose other, non-monetary, sanctions if directed to do so by Ordinary Resolution, which Ordinary Resolution shall specify the general nature of such non-monetary sanctions. In imposing sanctions, the Corporation shall be guided by rules of natural justice including giving the violating Owner, Tenant, Occupant or invitee the right, on adequate notice, to appear before the Board of the Corporation or committee appointed by the Board for such purpose to answer the By-Law violation allegations of the Corporations.
- h. pay an annual honorarium or salary, or stipend, to a member or members of the Board as may be determined from time to time by ordinary resolution of the Corporation;
- i. by Ordinary Resolution of the Corporation require that all members of the Board shall be bonded by recognized bonding institutions in an amount of not less than \$10,000.00, the cost of such bonding to be a Common Expense of the Corporation;
- j. impose and exact the fees and charges referred to in Bylaw 16e hereof;
- k. at any time, without notice, enter any Residential Unit if it becomes aware of or reasonably suspects conditions or circumstances that are hazardous or a danger to the building or its services or to other Units, including without limitation evidence that temperature conditions within the Unit entail risk or danger of pipe freezing, excessive heat or other harm;
- l. provide such security controls for Building and ground access and use as the Board may determine, and to impose and exact fees and charges for additional or replacement (for lost) keys or access cards;
- m. make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and

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

- n. require separate metering to and charge to any Owner for any or all utilities and other such services provided to such Owner's Unit, whether or not the same is done for any other Unit in the Building; and
- o. by itself or through agents enter into or permit utility provider representatives to enter, any part of a Unit where utility metres may be located, whether serving that Unit and/or other Units, to read, service, repair and replace such metres and appurtenant facilities.
- p. not alter or amend the number, location or size of any of the exterior Parking Stalls or Units without the express written consent of the City of Lethbridge.

**11. Officers of the Corporation**

The Board shall at the annual general meeting elect a President, Vice-President, Secretary, and Treasurer.

**12. Duties of Officers**

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

**13. Seal of the Corporation**

The Corporation shall have a seal which shall at no time be used except as authorized by resolution of the Board and in the presence of at least two (2) members of the Board, who shall sign the instrument to which the seal is affixed.

**14. Signing Authorities**

The Board shall determine, by resolution from time to time, which officer or officers shall sign cheques, drafts and other instruments and documents 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.

**15. Duties of the Board**

The Board shall:

- a. cause minutes to be kept of its proceedings which shall unless the Board otherwise decides, be kept by the secretary;
- b. cause minutes to be kept of general meetings which shall, unless the board otherwise decides, be kept by the secretary;
- c. 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 such receipts

and expenditures take place, the keeping of the said books, unless the Board otherwise decides, to be the responsibility of the treasurer;

- d. cause to be prepared proper accounts relating to all moneys of the corporation and the income and expenditures thereof, for each annual general meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the treasurer;
- e. on application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the meetings of the board available for inspection at all reasonable times, and further provide to any Owner or Mortgagee who makes specific request therefore copies of all minutes of all meetings of the Corporation and of the Board;
- f. on application of an Owner or Mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to Common Expenses assessments and with regard to fulfilment of all Owners' obligations in connection with the project and his Unit and copies of current financial statements and statements of Common Expenses of the Corporation;
- g. cause to be assessed to each Owner in proper proportion his contribution toward Common Expenses and reserve funds for future maintenance and other Common Expenses and enforce payment of same as more particularly hereinafter set forth;
- h. upon the written request of an Owner, purchaser of a Unit or Mortgagee provide the particulars and materials required to be provided under Sections 39(b), 44 and 48 of the Act (or any provisions passed in substitution therefore);
- i. at all times keep and maintain in force all liability insurance required hereunder and by the Act to be maintained by the Corporation;
- j. without limitation of its other duties and powers, exercise and perform the powers and duties of the corporation under Bylaw 10g hereof;
- k. perform and exercise its duties, powers and functions in good faith and for the general benefit of the Condominium Property as a whole and all Owners and Mortgagees;
- l. unless and except as otherwise resolved by Special Resolution of the corporation, employ for and on behalf of the corporation an independent professional management agency, agent or manager (herein referred to as the "manager") to supervise, manage, carry out and perform any or all of the duties of the Corporation set out in Clauses (a), (b), (c), (d), (e), (h), (i), (j), (k), (l), (m), (o), (r) and (t) of Bylaw 9 and such other duties as the board may determine from time to time, 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 his full time to the performance of duties of the Corporation so long as those duties are performed in good and sufficient fashion. Subject to the timelines and provisions contained

in Bylaw 9.f the Developer may act as manager subject to all the provisions of this paragraph and these Bylaws, and carry out the duties and functions set out in Bylaw 9 hereof. Such management shall be terminable by the Board on sixty (60) days' notice, or when contract expiry is made applicable, in any event. If the Board so determines, the said Developer may, subject to all of the provisions of this paragraph and these Bylaws, be continued or re-employed as Manager from time to time after the sale of all Units by the Developer; and

m. establish and maintain a fund called a "Capital Replacement Reserve Fund" to be used for the repair, replacement or improvement of:

i. any real or personal property owned by the Corporation, and

ii. the Common Property

where the repair, replacement or improvement does not occur annually; and utilize such fund for the said purposes.

#### **16. Powers of the Board**

The Board may:

- a. meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven (7) days' notice of a meeting proposed by him specifying the reason for calling the meeting;
- b. employ for and on behalf of the Corporation an independent reserve fund study professional from time to time to complete reserve fund studies and make recommendations in respect of establishment and maintenance of reserve funds;
- c. employ or authorize the manager to employ for and on behalf of the corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation;
- d. subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- e. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the Act or hereunder; and
- f. change the name of the corporation as and to the extent permitted by the Act.

#### **PART 4 – MEETINGS**

##### **17. Procedure at Meetings**

- a. All meetings of the Board and general meetings shall be conducted according to the rules of procedure set out in Robert's Rules of Order.

- b. All general meetings other than annual general meetings shall be called extraordinary general meetings.

**18. Convening of Meetings**

The Board may whenever it thinks fit, and shall upon a requisition in writing made by persons entitled to vote representing twenty-five (25%) percent of the total Unit Factors for Units, convene an extraordinary general meeting. The Board will convene annual general meetings as and whenever required by the provisions of these Bylaws.

**19. Notice of Meetings**

Subject to the provisions of Bylaw 37 hereof, seven (7) days' notice of every general meeting specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business, shall be given to all Owners and registered first Mortgagees who have notified the Corporation of their interest. Accidental omission to give that notice to any Owner or any first Mortgagee does not invalidate any proceedings at any such meeting. Notice of any meeting may be waived by persons entitled to vote before or after the meeting and a waiver shall cure any defect in the giving of or any failure to give notice.

**20. New Business**

All items of proposed business at a meeting that have been shown or disclosed by the notice in paragraph 19 may be passed by a simple majority. Any new business which has not been disclosed may require a Special Resolution at the discretion of the President or Chairman of the meeting.

**21. Chairman of Meetings**

The President and in his absence the Vice-president (if any) of the corporation shall act as chairman of the meeting. In the absence of (or inability or unwillingness to act of) both the President and Vice-president then at the commencement of the meeting a chairman of the meeting shall be elected.

**22. Quorum Required**

Except as otherwise provided in these bylaws, no business shall be transacted at any meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing no less than one-fifth (1/5) of the Residential Units constitute a quorum at any general meeting.

**23. Adjournment for Lack of Quorum**

If within one-half hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within



one-half hour from the time appointed for the meeting the persons entitled to vote who are present constitute a quorum.

**24. Order of Business**

- a. At the commencement of a general meeting a chairman of the meeting shall be elected if the President and Vice-President are not present or are unable or unwilling to act as chairman;
- b. The order of business at general meetings and, as far as practical at all extraordinary meetings shall be:
  - i. Election of chairman of meeting (if required);
  - ii. Calling of the roll and certifying of proxies;
  - iii. Proof of notice of meeting or waiver of notice;
  - iv. Reading and approval of any unapproved Minutes;
  - v. Reports of officers;
  - vi. Reports of committee;
  - vii. Election of Board members, if necessary;
  - viii. Unfinished business;
  - ix. New business;
  - x. Adjournment.

**25. Resolutions**

At any meeting a resolution moved or proposed at the meeting shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present in person or by proxy, and unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution, but a demand for a poll may be withdrawn.

**26. Method of Taking a Poll**

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

**27. Equality of Votes**

In the case of equality in the votes whether on the show of hands or on a poll the chairman of the meeting is entitled to a casting vote in addition to his original vote.

**28. Voting**

On a show of hands each person entitled to vote shall have one vote; on a poll the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned by or mortgaged to them. Except for those matters requiring a Special Resolution and those matters arising from paragraph 20 above, the matters shall be determined by a simple majority vote.

**29. Manner of Voting**

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

**30. 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, but a proxy need not be an Owner or Mortgagee.

**31. Entitlement to Vote**

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

- a. such restrictions (if any) as are set out in the Act;
- b. where an Owner's interest in a Unit is subject to a registered first mortgage notice of which mortgage has been given to the corporation, a power of voting conferred upon such Owner by the Act or by these Bylaws, is exercisable by the Fee Mortgagee first entitled in priority, and may not be exercised by the Owner, if the Fee Mortgagee is present personally or by Proxy, and this provision shall apply whether or not Section 26 of the Act continues in force in its form at the time of the registration of the Condominium Plan, unless the Act is amended to require otherwise.

**32. Vote by Co-Owners**

Co-owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are entitled to vote on a show of hands, except when a Special Resolution of Owners is required by the Act; but any one co-owner may demand a poll, and 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 and the joint proxy, if any, on a poll has a vote proportionate to the interest in the Unit of such of the joint owners as do not vote personally or by individual proxy.

**33. Successive Interests**

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

**34. Trustee Vote**

Where an Owner is a Trustee he shall exercise the voting rights in respect of the Unit to the exclusion of persons who have a beneficial interest in the trust, and the latter may not vote.

**35. Signed Resolutions**

- a. a resolution of the Board in writing signed by all of its members shall be as effective as a resolution passed at a Meeting of the Board duly convened and held;
- b. subject to the provisions of the Act, any resolution of the Owners of the Corporation determined upon or made without a general meeting and evidenced by writing, signed in person or by proxy as contemplated in Bylaw 1.w shall be as valid and effectual as an Ordinary Resolution duly passed at a meeting of the Corporation and shall take effect as and be an Ordinary Resolution; and any resolution of the Corporation determined upon or made without a general meeting and evidenced in writing, signed in person or by proxy shall be as valid and effectual as a resolution duly passed at a meeting of the corporation and shall take effect as and be a Special Resolution. Signed resolutions may be signed in counterparts and will be as valid as if all signers had signed a single document.

**36. Observance of Bylaws and Severability**

The Corporation, the board and all Owners and other occupants of Units shall observe and obey all such bylaws as are applicable to each of them and as amended from time to time whether or not such bylaws or any parts thereof are registered at the Land Titles Office.

If any provision or provisions of these Bylaws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these bylaws and the remaining provision of these Bylaws shall remain in full force and affect as if the severable provision or provisions had not been included in these Bylaws.

**37. Amendment of Bylaws**

The Bylaws or any of them may be added to, amended or repealed by Special Resolution of the corporation and not otherwise. Except where Bylaws are amended by a signed resolution under Bylaw 35.b hereof, thirty (30) days' prior notice of any proposed changes to the Bylaws must be given to all Owners and to all Fee Mortgagees who have notified their interest to the Corporation, such notice to specify the changes that are proposed or to be considered.

## **PART V – ADMINISTRATIVE PROVISIONS**

### **38. Financial Statement**

Where required by a majority of the owners at an annual general meeting, the annual financial statements produced by the Board shall be audited and certified by auditors appointed by the Board.

### **39. Expenditures by Manager**

If the Board decides to permit the Manager to make expenditures on behalf of the Board, the Board will, from time to time, set the limits of said expenditures. Expenditures above this limit will require Board approval.

### **40. Bonding of Manager**

Any Manager other than the Developer shall be bonded for at least one year's projected expenditures, unless otherwise decided at a general meeting, provided that bonding protection for a Manager of a condominium project is obtainable in the Province of Alberta at reasonable cost in the opinion of the Board members.

### **41. Estoppel Certificates**

Any certificate as to the Owner's position with regard to Common Expense assessments or otherwise, issued by the Corporation, signed by at least two Board members or by the Manager, shall be deemed an estoppel certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, purchaser or other person dealing with the Owner; but this shall not prevent the enforcement against the Owners of all obligations of the Owners whether improperly stated in such estoppel certificate or not.

### **42. Mortgagees Represented on Board**

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

### **43. Cash Reserves**

The Board shall provide for the maintenance of reasonable reserve funds for replacement of improvements and equipment and a reasonable cash reserve as an operational reserve.

### **44. Notice**

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

- a. upon the Corporation if given as set out in the Act;
- b. upon an Owner by delivery by hand to the Owner (and if there is more than one Owner then to any one of such Owners) or by delivery to the Owner's Residential Unit if the Owner is then residing in such Unit or by mail by depositing the notice

in a post box, enclosed in a postage-prepaid envelope addressed to the Owner at the municipal address of his place of residence if notified to the Corporation or at the registered office of a corporate Owner (as the case may be);

- c. upon a Mortgagee of a Unit delivery by hand to the Mortgagee (or if a Corporation to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Mortgagee at the municipal address of such Mortgagee notified to the Corporation; provided, however, that any notice providing for or contemplating any meeting or any acts or steps that would if approved or taken involve or include the winding up of the corporation shall be given by prepaid registered mail address to the Mortgagee as aforesaid.

The Corporation may change its address for service by resolution of the Board and the filing of a notice of change in the form prescribed by or under the Act at the Land Titles Office. A Mortgagee or Owner of a Unit may change its address for service by giving notice in writing of the change to the corporation in manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received forty-eight (48) hours after the time of mailing; provided, however, that if there shall be an interruption of mail service, the notice shall not during such interruption be given by mail but shall be given by personal delivery or personal service.

#### **45. Damage and Destruction**

- a. In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this by-law, substantial damage shall mean damage to the extent of 25% or more of the replacement value of those Units damaged together with the Common Property, immediately prior to the occurrence. Prior to making any determination under this by-law, 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 and give at least ten (10) days' notice by ordinary mail or all registered mortgagees;

Unless there has been substantial damage to all Residential Units, and the owners by special resolution resolve not to proceed with repair or restoration within 100 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 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;

Where there has been substantial damage to all Residential Units, and the owners resolve by special resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the owners, make application to terminate the condominiums status of the parcel in accordance with the provisions of the Act, and each of the owners shall be deemed to have consented 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, the owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect;
- b. The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Residential Unit or a Parking Stall in or upon any part of the Common Property designated for the exclusive use of any Unit owner. No owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the owners 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 by-laws, whichever is the greater;
- c. Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- d. An owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.
- e. No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owners arising from any defect or want of repair of the Common Property or a Common Property Unit 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;

**46. Insurance**

The Board on behalf of the Corporation shall obtain and maintain at all times insurance on all the Units (including the bathroom and kitchen fixtures initially installed in Residential Units but excluding furnishings and other property brought into or installed in units by Owners or Tenants), and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the corporation, to the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide and include the following:

- a. coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;

- b. coverage to the full replacement value of all buildings and other fixed improvements comprising the condominium and all chattels and other property belonging to the corporation or forming part of the common Property;
- c. adequate coverage for boiler insurance if any boilers or pressure vessels exist;
- d. coverage for such other risks or causes or for betterments to Units as the Board may determine or as may be determined by special resolution of the corporation;
- e. that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation the insurance may only be subject to forfeiture or defence of breach of condition insofar as the separate interest of the person or party in breach are concerned;
- f. That no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as against any Mortgagee in any way or to any extent.

The Board on behalf of the Corporation shall cause a separate loss payable endorsement to be issued in respect of any policies issued pursuant to the paragraph immediately preceding this paragraph in favour of the Insurance Trustee. Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance obtained and maintained by the corporation and insuring against fire and any other supplemental perils or against boiler damage shall be paid as follows:

- i) if the proceeds are less than Twenty Thousand (\$20,000.00) Dollars, to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss, and
- ii) if the proceeds are equal to, or in excess of, Twenty Thousand (\$20,000.00) Dollars, to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided).

In the event that it is resolved by Special Resolution of the Corporation or is ordered by a Court under the Act that the corporation shall not repair or restore the damage or that the Corporation shall be then terminated as to some or all units then the Insurance Trustee shall firstly apportion the proceeds between all those Owners whose Units or Common Property interest (or both) are affected by the loss or damage and the Corporation (as their interests may appear) and shall pay such proceeds to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to the remainder interests of each (that is, the fee simple interest) and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment the Insurance Trustee shall have regard to the interests of all Owners, Mortgagees, and the corporation and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners and all the Mortgagees whose mortgages are registered at the Land Titles office or have been notified to the Corporation; and no distribution of proceeds shall be made until after the expiry of 15 days after the last of such parties has been notified. If any of such parties shall dispute the apportionment made by the

Insurance Trustee then such party must notify the Insurance Trustee in writing within 15 days of his receipt of notice as aforesaid. If no party disputes the proposed distribution the Insurance Trustee may proceed with the distribution as proposed. If any party shall dispute the proposed distribution the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 60 to 64 of the Act and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

Nothing in this Bylaw 45 shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

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

In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by Owners or their (respective) Mortgagees.

Policies of physical damage insurance placed by the Corporation may only contain co-insurance on a stated-amount basis (and not on any other basis) and only if and as long as the following requirements to appraise are met. All policies of physical damage insurance placed by the Corporation shall contain waivers by the insurers of invalidity arising from any acts of the insured and of any rights of subrogation against the corporation and the Owners or any of them and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to the Corporation of their interests. Such policies shall also provide that the Insurance Trustee shall have the right at its sole option to obtain (to the extent permitted by law) a cash settlement (without deduction for depreciation) in the event of substantial damage to the Building and the determination by Special Resolution of the Corporation or by order of the court of Law having jurisdiction in that behalf to terminate the condominium status of the building and the insurer's option to reconstruct the damaged premises shall be deleted or waived. The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance affected by the Board. Unless otherwise provided by Ordinary Resolution of the Corporation, prior to obtaining any policy of fire insurance or any renewal thereof the Board shall obtain an appraisal from a qualified and reputable appraiser of real property of the full replacement value of the Building and other improvements comprising the condominium including all of the Units, all Common Property, and all property of the corporation, and the board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation.

The Board shall also obtain and maintain public liability insurance insuring the Corporation, the board, the Owners against any liability to third parties or to the Owners and their invitees, licensees or tenants, incident to the ownership or use of the condominium Units, and all Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than Two Million



\$2,000,000.00) Dollars for property damage per occurrence. The limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. The policy or policies shall provide cross-liability endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another named insured.

All policies of insurance shall name as insured the Corporation and the Owners from time to time of all Units within the Parcel, and the Board shall also (as aforesaid) be covered under the liability policy.

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

Without limiting any provision in these Bylaws extending greater liability to an Owner for damage caused by an Owner's breach of Bylaws or other fault, in the event a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss or damage for which the claim is made is a negligent or other wrongful act or omission or a breach of Bylaws by an Owner or his family, guests, invitees or licensees, then the Owner (whichever is at fault, or whose family, guest, invitee or licensee is at fault) shall pay to the Corporation the amount of any insurance deductible applicable to such loss or damage. Such deductible amount shall be recoverable by the corporation as if it were a Common Expense levy upon the Owner's Unit or Units and will be a charge upon such Unit or Units.

**47. Indemnity of Board Members**

Every member of the board and his personal representatives and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and expenses whatsoever which such manager may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by him, as manager, or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonest act or omission, wilful neglect, wilful default or failure to act in good faith.

**48. Leasing of Units**

- a. In the event that any owner desires to lease or rent his Residential Unit upon request of the Corporation, he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation (see By-Law 3.t.), signed by the proposed lessee or occupant, that the proposed lessee or occupant will comply with the provisions of the Act and of the by-laws of the Corporation. The owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations;
- b. The Corporation is authorized and directed to:
  - i. impose and collect deposits under the Act;
  - ii. give notices to give up possession of Residential Units under the Act;

- iii. make applications to the Court under the Act; and
- iv. disclose to The Canadian Society For Housing Trusts, and its successors, that the unit has been rented, including the name, term of lease and similar.

No tenant shall be liable for the payment of contributions or assessments or common expenses under these by-laws unless notified by the Corporation that the owner from whom he rents the Unit is in default or 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 to the Corporation shall be deemed to be a rental payment made to the owner, and the owner irrevocably hereby assigns to the Corporation the rent from the relevant Residential Unit to comply with this provision.

## **PART 6 – OCCUPATION AND USE OF UNITS**

### **49. Owner's Usage**

An Owner shall not and shall not permit any occupant of his Unit to:

- a.
  - i. use his Unit for any purpose that may be illegal or injurious to the regulation of the Units comprising the condominium or the Parcel;
  - ii. make undue noise in or about any Unit or Common Property; or
  - iii. keep any pets or animals of any kind in any Unit or on the Common Property; except for up to two (2) small dogs (which weigh less than 10kg each), or up to two (2) cats, or a bird or birds, provided that such Owner or Unit Lessee must ensure that in respect of each such pet:
    - (1) such pet is not allowed to be at large (i.e., not on a leash or being carried if it is a dog or cat) on the Common Property nor shall it be left outside tethered or otherwise unless attended by the owner or occupants of the unit;
    - (2) the Owner or Unit Lessee is responsible to and shall promptly pick up and properly dispose of any droppings from the pet;
    - (3) the pet does not bother any of the other occupants of the Condominium, whether by noise, aggressive behaviour or otherwise; and
    - (4) if the board determines (in its sole judgment) that the pet is a nuisance or hazard, or an undue annoyance to other occupants of the Condominium, then the pet will be removed from and shall no longer be kept on or in the Condominium;
    - (5) Any municipal bylaws in effect with regard to pets at any time shall have the effect within the common property and municipal officers are hereby authorized and permitted to enforce bylaws on the common property.

- iv. A dog in excess of 10 kg may be permitted at first instance when the Owner purchases from the Developer. Thereafter no pet over 10 kg shall be permitted in any Residential Unit or on the Common Property.
- b. When the purpose for which a Unit is intended to be used is shown expressly or by necessary implication upon the Condominium Plan, the Owner or Unit Lessee thereof shall not use or permit the use of such Unit for any other purpose.

**50. One Family Only**

- a. Each Residential Unit shall be occupied only as a one-family residence by the Owner or Unit Lessee of the Unit, his family and guests, and for the purposes of this Bylaw.
  - i. "One-family residence" means a Residential Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no more than two roomers or boarders are allowed:
  - ii. "Boarder" means a person to whom room and board is regularly supplied for consideration; and
  - iii. "Roomer" is a person to whom a room is regularly supplied for consideration

Notwithstanding the foregoing, occupancy of a Unit by up to three adult persons who are not all part of the same family shall not be in violation of this Bylaw 47a.

- b. No Residential Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Residential Unit. Without limiting the generality of the foregoing no Residential Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person; provided, however that the foregoing shall not prevent the Developer from maintaining a Residential Unit or Units owned by it as models for display and sale purposes and otherwise maintaining construction offices, displays and signs until all Units have been sold by such Developer; nor shall it prevent any other Owner of a Unit from leasing, renting, selling, offering or showing his Unit for lease, rent or sale; nor shall it prevent an Owner or Unit Lessee from working from or in a Unit so long as such work does not entail attendance by the public at his Unit and is in compliance with all applicable laws.
- c. In the event that any Owner desires to lease or rent his Residential Unit, upon request of the Corporation, he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation (see Bylaw 3.t), signed by the proposed lessee or occupant, that the proposed lessee or occupant will comply with the provisions of the Act and of the by-laws of the Corporation. The owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations;
- d. The Corporation is authorized to:
  - i. impose and collect deposits under Section 44 of the Act;

- ii. give notices to give up possession of Residential Units under Section 45 of the Act;
- iii. make applications to the Court under Sections 46 and 47 of the Act; and
- iv. obtain legal costs on a solicitor and clients basis against an owner or tenant for actions commenced or prosecuted.

No tenant shall be liable for the payment of contributions or assessments or common expenses under these by-laws 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 to the Corporation shall be deemed to be a rental payment made to the owner.

#### **51. Restrictions and Requirements**

The following restrictions and requirements shall apply to all Units, and all Unit Owners shall strictly comply with and observe and perform the same:

- a. Owners shall at all times keep and maintain the heating and air conditioning (if any) facilities in their Residential Units in good and substantial repair and in working order, without any exception for reasonable wear and tear, and will operate them at all times so as to ensure that temperatures within their Residential Units at no time fall below 10 degrees Celsius;
- b. Any and all alterations or improvements at any time developed, constructed or placed in or on Units shall meet the requirements of the municipal and provincial building codes and bylaws applicable to the parcel and the Unit at the time of registration of the Condominium Plan, only said municipal and/or provincial building codes and bylaws change after the registration of the Condominium Plan then any such alterations or improvements shall meet the requirements of the then current municipal and/or provincial building codes and/or bylaws.
- c. No alterations or improvements shall be done or made that adversely affect the structure or integrity of the Building, the plumbing, heating, air conditioning, electrical or other facilities shared in common with other Units or Common Property (or both) or the soundproofing or insulation of the Unit boundary walls, floors or ceilings;
- d. Owners are responsible for, shall repair and make good and shall indemnify the Corporation and other Owners (including the Developer as Unit Owners) from and against, any and all damage to the Common Property howsoever caused, by any person doing construction or maintenance work on or in respect of the Owner's Unit. The Corporation shall not be responsible to repair or restore any such damage to Common Property except such as may be caused by the Corporation itself, or its servants or agents;
- e. Owners shall not make any changes to the finish or appearance of the exterior of the Residential Units without the prior written consent of the Board; and

- f. Owners shall not build any balcony or patio enclosures or install hot tubs outside their Residential Units, except as permitted in writing by Ordinary Resolution of the Corporation and as permitted by law.

The limitation in clauses e. and f. of this Bylaw 50 shall not and do not apply to the Developer, whose freedom to develop or build shall be unfettered.

**52. Fire Hazard**

No Owner shall do or permit anything to be done in the Parcel or in any Unit or any Privacy Area or bring or keep anything thereon which will in any way increase the risk of fire or the rate or availability of fire insurance on the Building comprising part of the condominium, or on property kept therein, or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local Fire Department or with any insurance policy upon the Building or the Parcel or any part thereof or conflict with any of the rules and ordinances of the municipal Board of Health or with any statute or municipal Bylaw. Further, and without limitation, all cooking and barbecue equipment and facilities on or in a Unit or Privacy Area, including without limitation barbecues on Privacy Areas, shall remain attended at all times when in operation and managed and operated in a manner that ensures no fire or smoke hazard or annoyance or nuisance to the building or other Units or occupants thereof.

**53. Plumbing**

Toilets, sinks, tubs, drains, sumps and other water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweeping, garbage, rubbish, rags, ashes, sanitary products or other substances shall be thrown therein.

**54. Combustible Materials**

No stores of gasoline or other combustible or inflammable goods or materials and no hazardous or offensive goods, provisions or materials shall be kept on or in any Unit.

**55. Signs**

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit or Common Property without written consent of the board first being obtained; provided however, that the foregoing shall not prevent the Developer from displaying such signs, billboards, notices or advertising material as it may desire for sale purposes.

**56. Water**

Water shall not be left running unless in actual use in or outside any Unit.

**57. Garbage**

All garbage shall be securely and tightly wrapped in leak-proof containers, and sealed, so as not to break or spill in any garbage containers provided in the Building or on the Parcel, and shall be deposited as directed by the Board. No cigarettes, cigars, or other

burning or lit products or materials shall be placed in any garbage container, and no flammable, explosive, toxic or hazardous substances shall be placed into garbage containers.

**58. Laundry**

No laundry shall be hung other than inside a Residential Unit

**59. Noise**

Owners and their respective families, guests, invitees, customers, visitors, and servants shall not make or permit excessive noise in or about any Unit or Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or a Common Property by any other owner or occupant. More particularly, an owner shall not permit a contractor or workman to do any work in his Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other owners or occupants.

**60. Health**

- a. No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw or injurious to health or the regulation of the Units or in any way in violation of any laws whatsoever.
- b. Units must be kept clean and in good order and free of insects and other pests and vermin.

**61. Windows**

- a. No awnings or shades shall be erected over the outside of the Windows, nor shall any articles be hung or placed on any outside Window or Window sill of a Residential Unit.
- b. The Developer has sold the Units with blinds included in the Price. No Owner or Lessee shall replace these Blinds without the prior written consent of the Board.

**62. Debris**

Nothing may be thrown out of the Windows or Doors of a Unit.

**63. Parking Areas, Moving, and Damage**

No chattels or other things shall be placed in or on any outside areas, parking lots or common roadways except by, or as approved by, the Corporation. Moving of furniture and appliances shall be done only at times and in accordance with rules and regulations therefore established by the Board from time to time. Owners of Units or whose tenants or invitees or agents cause, any damage to Common Property during any move shall

reimburse the corporation for the cost of repair of such damage and such costs shall be a charge upon the Owner's Unit in the same manner as unpaid condominium fees.

**64. Privacy**

No Owner shall trespass, or permit any occupant of his Unit to trespass, on any part of the Common Property to which another Owner is entitled to exclusive occupation.

**65. Private Vehicles**

No motor vehicle other than a private passenger automobile shall be parked in any parking space within the Common Property, or any Titled Parking Stall, without the prior written consent of the Board.

**66. Motor Vehicles**

- a. No motor vehicles shall be driven on any part of the parcel other than on a driveway or parking space;
- b. No house or tent or boat trailer, or other trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common property or space upon or within any Unit;
- c. No repairs or adjustments to motor vehicles or automobiles may be carried out on the parcel or in the Building;
- d. A private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon any driveway or upon the Common Property or any part thereof;
- e. No motor vehicles shall be parked on any driveway or on any Common Property for any period exceeding 48 hours, and no motor vehicles shall be placed or parked anywhere in a manner that interferes with access over Common Property roadways, underground parkade or sidewalks or fire access or access to Units of other Owners;
- f. An owner, assignee or lessee of a Parking Stall shall not permit any person, including individual firm or corporation, to own, use or occupy that Parking Stall or Parking Unit unless the person is the lawful occupant of a Unit, or unless the person in using or occupying the parking stall is a visitor or renter with the consent of the Board of Owners of the Condominium Corporation. In any event, an owner, assignee or lessee of a Parking Stall shall not rent his Parking Stall to anyone other than a second Owner of a Unit, or to the Condominium Corporation to be used for resident or visitor parking. An owner, assignee or lessee of a Parking Stall shall use the Parking Stall only as a parking area for one standard passenger motor vehicle unless otherwise approved in writing by the Board of Owners. An owner, assignee or lessee of a Parking Stall shall not erect any structures, improvements or fixtures upon the Parking Stall, or alter or add to the Parking Stall without the consent of the Board of Owners. The owner, assignee or lessee of a Parking Stall shall not park in a Parking Stall any motor vehicle which leaks excessive amounts of oil or grease or leaks any gasoline, or which is

in any other way offensive or hazardous. An owner, assignee or lessee of a Parking Stall shall not allow his Parking Stall to become untidy or unsightly and shall be responsible to the condominium corporation for maintaining his Parking Stall to a standard considered reasonable by the Board of Owners. The Condominium Corporation shall have the right of entry and access to any Parking Stall as may be necessary to permit repairs or maintenance thereof and to give access to the utility and service areas adjacent thereto. An owner of a Parking Stall shall not permit his Parking Unit to be owned by any other person who does not have a registered interest in a Unit in the project.

- g. No propane powered vehicle shall be brought into, kept or stored anywhere in underground parking (if provided) on the Parcel.

## **PART 7 – PROVISIONS GOVERNING THE USE OF THE COMMON PROPERTY**

### **67. Landscaping and Other Common Property**

Owners and their (respective) families, guests, visitors, and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or of the property (real or personal) of the Corporation, including without limitation any and all parts of the Common Property, any landscaping works (including trees, grass, shrubs, hedges, flowers, and flower beds) and any and all chattels owned or kept by the Corporation nor shall they interfere with or delay the Corporation in the performance of its maintenance of grounds, utilities and other services and fences or its snow removal duties.

### **68. Exclusive Use**

The Owner of a Unit has no right to use any portion of the Common Property designated by the Corporation for the exclusive use of the Owner of any other Unit.

### **69. Sidewalks and Walkways**

The sidewalks, walkways, passages, driveways and parking areas shall not be obstructed by any Owner or his family, guests, invitees, customers, or visitors or used by them for any other purpose than for ingress and egress to and from their respective Units; and parking areas shall not be used for any purpose other than the parking of motor vehicles and no Owner shall trespass in any parking areas or upon any parking plug-in facility which the Owner of another Unit is entitled to use and occupy exclusively.

### **70. Combustible Materials on Common Property**

No stores of gasoline or any other combustible or inflammable goods or materials, and no hazardous or offensive goods, provisions or materials of any kind shall be kept in any Unit or on any part of the Common Property.

### **71. Structures on Common Property**

- a. No building or structure shall be erected, placed, located, kept or maintained on the Common Property except only by the Developer or the Corporation;



- b. No trailer either with or without living, sleeping, or eating accommodation and no tent, or shed or portable building shall be placed, located, kept or maintained on the Common Property except with the prior written approval of the board, and if any such chattel or other item has been approved by the Board, the Board may subsequently withdraw such approval in which event the chattel or other item shall be forthwith removed by the Owner; and
- c. No part of the common Property or Privacy Areas shall be used for the erection, placing or maintenance of clothes-lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, or trees, or for the disposal of rubbish, garbage or waste except only by the Corporation.

**72. Antennas**

No antenna, aerial, satellite dish, tower or appurtenances thereto shall be erected on any part of a Unit or the Common Property except by the Corporation, unless approved in writing by the Board pursuant to Bylaw 90.e.

**73. Signs**

No signs, billboard or other advertising matter of any kind and no notices of any kind shall be placed on any part of the common Property or on any Unit without the prior written consent of the Board except as otherwise hereby permitted.

**74. Personal Property**

The Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever in the parking areas (including driveways) provided in the Common Property; nor will it be responsible for any loss or damage from any cause whatsoever to any contents on or in any Unit. The insuring of any contents on or in the Units is the responsibility of the individual Owners solely.

**75. Sales**

No auction sale or other sale shall be held in or about the condominium without consent in writing of either the Manager of the condominium or the Board.

**76. Traffic Speed and Directional Control**

All Owners shall observe and abide by all rules and regulations established from time to time by the board for the safe and orderly flow of traffic in or on the parcel including (without limiting the generality of the foregoing) speed limits and directional controls.

**77. Recreation Use**

No portions of the Common Property designated for recreational use shall be used by any Owner and no Owner shall permit any other person to use such areas, except only in accordance with the rules and regulations therefore which shall be established from time to time by the Manager, the Board, or the Corporation.

**78. Moving**

Unless consent of the Board is obtained moving of furniture into or out of a Residential Unit shall be done only during daylight hours and in strict compliance with rules and regulations for such action established from time to time by the Board. If the Owner or the tenant or other invitee of an Owner moving, causes any damage to Common Property during the move, the Owner shall pay for the repair of such damage.

**PART 8 – PROVISIONS RELATING TO COMMON EXPENSES**

**79. Common Expenses**

The Common Expenses of the corporation shall, without limiting the generality of the definition thereof in Bylaw 1.e, include the following:

- a. all levies or charges on account of electricity, sewer, gas and fuel, and communications services supplied to the Corporation;
- b. the cost of and charges for all management fees;
- c. all costs and charges on account of landscaping and maintenance of and snow removal from Common Property;
- d. all reserves for repairs to and replacements of Common Property;
- e. all costs of and charges for maintenance and repair of Common Property for which the Corporation is responsible;
- f. all costs of and charges for insurance maintained by the Corporation;
- g. 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 and accounting fees and disbursements;
- h. the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, taxes, financing charges, Common Expense Unit charges, and all utilities charges for or in respect of any Unit owned by the Corporation itself;
- i. reserves and reserve funds for future maintenance and expenses;
- j. the costs and expenses of providing, maintaining and repairing, as applicable, landscaping, gardening, grounds, utilities, hallways, underground parking, other common areas and other services, and providing snow and ice removal service on the Parcel;
- k. if the Board shall so determine the costs and expenses of providing heating, air conditioning, electrical, mechanical, or similar facility repair or maintenance or similar services inside Units to Owners in respect of their Units as a Common Expense expenditure;

- l. the real property taxes and other municipal and government levies or assessments against land, including improvements, comprising all or any part of the Units, and the Common Property comprising the Project shall be assessed and imposed in accordance with the provisions of the Act, but during such time as the assessing authority does not assess each Unit and the Common Property appurtenant thereto pursuant to the Act, such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the owners according to their respective Residential Unit Factors; and
- m. such other expenses or taxes which may arise and for which the Board deems to be for the benefit of more than one person or occupant.

**80. Unit Factors and Condo Contributions**

Subject to Bylaw 81.a, the monthly condominium contributions for each Residential Unit are as follows:

- a. The Unit Factors for the Residential Condominium Units are calculated according to their individual square footage as compared to the total square footage of all of the Residential Units.
- b. The Owners of each Residential Unit, must pay monthly assessments imposed by the Condominium Corporation to meet expenses such as maintenance fees, insurance premiums, reserve fund allocations and similar. The monthly contributions do not include electrical utilities, property tax, cablevision, telephone charges, or any specific levy imposed by the municipality.

**81. Developer's Responsibilities**

- a. The Developer will maintain the Bare Land Units until construction of a residential building has occurred notwithstanding Bylaws 45 and 46, no contributions shall be payable for the Bare Land Units until the day on which a Residential Unit is occupied or sold for the first time.
- b. Notwithstanding these By-laws, upon implementation of condominium contributions the Developer shall upon registration of the Condominium Plan pay condominium fees for unsold units until the day on which a Residential Unit is occupied or sold for the first time, which unless otherwise agreed, shall be 25% of condominium contributions normally applicable to the relevant units. No condominium fees shall be payable upon bareland or unfinished units. These fees represent a reasonable pre-estimate for use of utilities, use of common areas, including use of sales area(s) on the common property, if applicable and general inconvenience during construction as scheduled. In the event that the parties, the Corporation, and the Developer shall be unable to agree upon a reasonable sum the matter shall be referred to Arbitration as set out below.

**82. Assessment for Common Expenses**

- a. The Board shall determine, and change, the fiscal year of the Corporation. If no fiscal year is specifically determined the Corporation's fiscal year shall be the calendar year. At least 30 days prior to the beginning of each fiscal year, the

Board or, at its request, the manager, shall estimate the amount of the Common Expenses that will be incurred or required in such fiscal year (including a reasonable allowance for future reserves, contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year) which estimate of Common Expenses is herein called "Estimated Common Expenses". Each year's Estimated Common Expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit factors as shown on the Condominium Plan. The Corporation shall be liable for the amount of any assessment against completed Units owned by the Corporation. In addition thereto, the Board may levy and assess the Owners in like proportion for costs and charges from Common Expenses, estimated or incurred, from the date of registration of the Condominium Plan to the end of the calendar year in which registration occurred or for such other period, not extending beyond the first anniversary of the date of registration of the Plan, as the Board may determine. If the amounts so estimated prove inadequate for any reason, including non-payment of an Owner's assessment, the board may at any time, and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided. Each Owner shall be obligated to pay any and all assessments levied pursuant to this provision to the Board or the manager to the account of the Corporation, as directed by notice, in equal monthly instalments on or before the first day of each month during the calendar year for which such assessment is made or in such other reasonable manner as the Board or the Manager with the consent of the board (as the case may be) shall designate, and further pay interest on all assessments or payments in arrears at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved by Ordinary Resolution calculated from the due date until payment.

- b. The omission by the Board before the expiration of any year, to fix the assessments for that or for the next year, 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 obligations to pay the assessments, or any instalments for that or any subsequent year, but the monthly instalments fixed for the preceding year shall continue until new instalments are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
- c. The treasurer of the board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the common Expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by an Owner at convenient business hours on week days.
- d. The Board shall notify Owners of condominium fees payable in respect of their Unit.

**83. Default in Payment of Assessments and Lien for Unpaid Assessments, Installments and Payments**

- a. The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, instalment or payment (including interest on arrears) due to the Corporation in respect of his Unit and Titled Parking Stall, which lien shall be a first paramount lien against such estate or interest and subject to the rights of any municipal or local authority in respect of unpaid realty taxes, assessment or levies of any kind against the Unit title or title to the Titled Parking Stall or interest of such Owner but subject also to the provisions of the Act and the *Land Titles Act* of Alberta. The Corporation shall have the right to file a caveat against the Unit title or Titled Parking Stall title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, instalment or payment and for so often as there shall be any such unpaid assessment, instalment or payment, provided that each such caveat shall not be registered until after the expiration of 30 days following the due date for the first payment of arrears. The corporation shall be entitled to be paid by the defaulting Owner the costs incurred in preparing and registering the Caveat in enforcing or seeking to enforce the Corporation's lien and in discharging the caveat, all on a solicitor-and-his-own-client full-indemnity basis, and shall not be obliged to discharge any caveat until all arrears of the Owner (including interest and all such costs) are fully paid. Unpaid assessments liens shall have priority over any mortgage of a Unit Lease.
- b. Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, instalment or payment after the expiration of 30 days following the due date for payment by the owner in default, with respect to a Unit or Titled Parking Stall, and upon such payment being made, such party, person, firm or corporation shall have a first paramount lien, subject to the estates or interest hereinbefore mentioned and shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- c. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and such subsequent Owners as the Act may provide 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.

**84. Mortgage Protection**

The Board shall from time to time notify any Mortgagee who has notified the corporation of his mortgage of any Common Expense levies on the Unit mortgaged that are in arrears for more than 60 days.

## PART 9 – DEVELOPER

### 85. Development Rights

- a. During such time as the Developer, its successors or assigns is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display homes and to carry on all sales and leasing functions it considers necessary from such Units, the Common Property until all of the Developer=s Units have been sold.
- b. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and the right of access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.
- c. The Developer, its tenants, contractors, sub-contractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress and egress to, and to pass and repass on the Common Property of the Corporation or a Common Property Unit either on foot or by means of vehicles or necessary machines whatsoever and to remain on the property for all purposes for construction of the buildings and improvements intended to be created in the Project, including provision of utility services to the undeveloped Units.
- d. The Developer shall not be bound by Bylaws 2 and 48 where they conflict with these rights.
- e. The Corporation shall do all things necessary to facilitate the completion of the construction of the subsequent stages of the Project and shall take all necessary action to affect the combining of the stages into one functioning complex.

### 86. Developer's Use of Property

Notwithstanding all other provisions hereof, the Developer shall be entitled to use of the Common Property areas and Units owned by the Developer for the purpose of displaying signs to indicate the sale or rental of Units and will be entitled to effect all other reasonable use of the Common Property and Units to assist in selling or renting any of the Units including the use of show homes for such purposes and including bringing and allowing prospective purchasers and tenants or other occupants of Units in and upon the condominium property and portions thereof.

## PART 10 – MISCELLANEOUS

### 87. Arbitration and Mediation

Any dispute respecting any matter arising under the Act or 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. If Mediation is unsuccessful the matter shall proceed to Arbitration. The parties agree to one Arbiter (agreed by the parties or appointed by the Court) who shall have final and binding authority. All procedures and rules relating to the Arbitration shall be governed by *the Arbitration Act*. The parties agree that the

ability of an Arbiter to make a final and binding decision shall not be affected by the Arbiter, either before, during or after the arbitration, having attended to mediate the dispute.

**88. 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 be first 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 subject to the interests of any mortgagees.

**89. Declaration of Purpose**

The restrictions in use in these By-Laws have the following purposes:

- (a) To provide for the health and safety of condominium occupants;
- (b) To maintain the Residential Units, Parking Stalls and Common Property in such a manner as to preserve property values;
- (c) To provide for the peace, comfort and convenience of the Owners and occupants;
- (d) To develop residences with a sense of community.

**90. Privacy Areas**

- a. The Board shall be deemed to have designated and assigned to each owner the exclusive use of either a balcony or a ground level patio adjacent to and affixed to his Unit. Any landscaping or decoration of balconies or patios, or the erection of any enclosure thereupon may only be carried out after the express written consent of the Board has been obtained and the maintenance of any such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use.
- b. If applicable, the Board shall be deemed to have designated and assigned to each owner the exclusive use of the parking area immediately in front of each garage that is attached to the Owner's unit. Said parking area shall extend from the garage door to the beginning of the street/driveway and extend on each side no further than the edge of the concrete pad or the edge of the Owner's unit, whichever is the lesser.
- c. The term privacy area does not include any fence, rail or similar structure bordering any designated privacy areas.
- d. The Corporation, the Developer and their servants and agents shall, notwithstanding the grant of any right, licence or privilege of a privacy 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 any privacy area for the purpose of carrying out any of the duties or

functions of the Corporation.

- e. If a receiver dish(es) is not provided on each building, for the purpose of obtaining satellite TV and/or internet access in each unit, then a receiver dish in solid grey shade not exceeding 65 cm in diameter for internet access or personal television reception may be installed in the balcony or ground level patio, if any, immediately adjacent and attached to each Residential Unit, and designated by the Board for the exclusive use of an Owner pursuant to Bylaw 10.m or this Bylaw and then, only in accordance with regulations therefore which may be established by the Board. No more than two receivers may be installed upon any one Residential Unit.
- f. An Owner shall not permit any member of his household, guests or visitors to trespass on the part of the parcel to which another owner is entitled to exclusive occupation.
- g. If available on the property, the Board shall have the authority to enter into an agreement providing the "Community Garden" areas as exclusive use areas to specific Owners. The maintenance of an exclusive use Community Garden shall be the sole responsibility of the Owner to whom exclusive use has been granted. The harvest of grown goods from the Community Garden shall be the property of the Owner to whom exclusive use has been granted.