

BYLAWS
OF THE OWNERS: CONDOMINIUM CORPORATION NO. 002 3891
GRANDIN MANOR

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PART I: 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, and includes the Regulations under such statute;
- b. "Apartment Unit" means one of the condominium apartment residence units shown on the Condominium Plan;
- c. "Apartment Unit Restriction" means any restrictive covenant or covenants registered against the Apartment Units from time to time;
- d. "Board" means the Board of Directors elected pursuant to Part III of these bylaws;
- e. "Building" means the multi-storey building located on the Parcel and improvements thereto made from time to time;
- f. "Bylaws" mean the bylaws of the Corporation, as amended from time to time;
- g. "Common Expenses" means all expenses of performance of the objects and duties of the Corporation and all expenses specified as common expenses in the Act or these Bylaws;
- h. "Common Property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;
- i. "Condominium Plan" means the condominium plan registered under the Act and referred to as Condominium Plan No. 002 3891;
- j. "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
- k. "Door" means and includes the door, hinges, door frame, door jambs, locksets, knobs, escutcheons, and other hardware, mullions, screens and slider strollers for patio doors;
- l. "Insurance Trustee" means a law firm carrying on business in the Province of Alberta, or alternatively, a trust company licensed to act as a trust company in Alberta;
- m. "Manager" means a person, firm or corporation appointed as manager pursuant to Bylaw 15(i) hereof;

- n. "Mortgagee" means the holder of a mortgage registered against the title to one or more Units;
- o. "Ordinary Resolution" means an ordinary resolution passed in accordance with the Act;
- p. "Owner" means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property;
- q. "Parcel" means the land comprised in the Condominium Plan;
- r. "Parking Restriction" means the use restrictions on Parking Stalls and Parking Units herein provided and use restrictions applicable to Parking Stalls under the provincial, municipal, and other laws applicable to the parking as well as these Bylaws, any Rules passed by the Board, and any restrictive covenant or covenants registered against the Parking Units from time to time from time to time;
- s. "Parking Stall" means one of the outdoor ground level outdoor parking stalls within the Parcel that is common property;
- t. "Parking Unit" means one of the indoor or outdoor titled parking stalls, identified on the Condominium Plan;
- u. "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;
- v. "Privacy Areas" means those areas being part of the Common Property, which comprise balconies immediately adjacent to each Unit and Doors and Windows adjacent thereto, the area and location of which are shown on the Condominium Plan or if not shown shall be determined by the Board from time to time, and which areas are suitable for private use in conjunction with the respective adjoining Apartment Unit;
- w. "Regulation" or "Regulations" means the Condominium Property Regulation, currently being Alberta Regulation 168/2000, and any other Regulation made from time to time in substitution, replacement or addition therefor by the Lieutenant Governor in Council for Alberta pursuant to the Act;
- x. "Rule" or "Rules" means any rules passed by the Corporation in accordance with Act and Regulations respecting procedures used in the administration of the Corporation or the real and personal property of the Corporation, the Common Property;
- y. "Special Resolution" means a special resolution passed in accordance with the Act;
- z. "Unit" means an area designated as a unit by the Condominium Plan;
- aa. "Unit factors" means the unit factors for each Unit as more particularly described in the Condominium Plan;

- bb. "Unit Restriction" means the use restrictions on Units herein provided and use restrictions applicable to Units under the provincial, municipal, and other laws applicable to the Units; and
- cc. "Window" means and includes the window panes, frames, sash, screens, mullions, locks and other hardware and all other parts of a window unit.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act* of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor 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 II: THE OWNERS

2. Duties of Owners

An Owner shall:

- a. permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter the Unit and any adjacent Privacy Areas for the purpose of inspecting the Unit and maintaining, repairing or renewing pipes, valves, wires, cables, ducts, conduits, sewers and other facilities for the 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;
- b. at all times when the outside temperature falls below 0 degrees Celsius, keep and maintain heating in operation within the Apartment Unit to a temperature that ensures against pipe freezing in the Apartment Unit or any adverse impact whatsoever on adjoining Apartment 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 the Unit, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
- d. repair and maintain the Apartment Unit and all heating, cooling, mechanical, electrical and plumbing equipment, fixtures and facilities (subject to sub-paragraph "a" of this Bylaw 2) inside the Apartment Unit or on adjacent Privacy Areas and keep such well-groomed and in neat and tidy condition, including the interior or all

windows and doors; 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;

- e. not use the 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;
- f. notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with the Unit;
- g. repair and maintain all locks, doorknobs, and other hardware on the exterior door of the Apartment Unit and only replace such with a style and colour that is approved by the Board in writing;
- h. ensure that the Owner and the Owner's family, tenants, visitors, invitees and other occupants of the Unit follow and comply with the Bylaws and Rules of the Corporation in force from time to time. The requirement includes the Parking Restriction, the Apartment Unit Restriction, and the Unit Restriction. No Owner shall lease or grant possession of the Unit until the tenant or occupant is provided a copy of the Bylaws and Rules. 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 the Unit;
- i. at all times, comply with and perform, and cause all users of Parking Stalls to comply with and perform, the obligations prescribed by the Parking Restriction;
- j. 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;
- k. at all times, comply with and perform, and cause tenants and other occupants of the Unit to comply with and perform, the obligations prescribed by the Unit Restriction and the Rules reasonably established by the Board for use of Common Property;
- l. pay to the Corporation when due all Common Expenses levied or assessed against the Unit together with interest on any arrears thereof at the rate of eighteen (18%) 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. For greater certainty, all such expenses shall be payable by an Owner whether or not that Unit is occupied. If the tenant of a Unit is notified by the Corporation in writing that the Owner is in default of payment of contributions levied by the Corporation, the tenant shall deduct from the rent payable to the Owner the Owner's share of contributions levied, any interest accrued thereon, and any arrears of contributions that the Owner owes the Corporation, and shall pay the

same to the Corporation and the amount so paid shall constitute rent paid to the Owner by the tenant;

- m. in all respects meet the requirements of Bylaw 48 hereof in the development, improvement, alteration, repair and other treatment of improvements on or in the Apartment Unit and adjacent Privacy Area;
- n. if any utilities, communication or other services, or pipes, wires, cables, ducts, conduits, transformers, or other facilities therefor, that are capable of being used or are used in connection with any other Apartment 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 Unit Owners. Further, the Owner shall permit the Corporation and any and all suppliers of the utilities and services, and their successors and assigns and their respective contractors, agents, employees, and workmen, with or without equipment at all times and from time to time to enter upon the Unit to inspect, maintain, service, repair and replace the said pipes, wires, cables, ducts, conduits, transformers, or other facilities;
- o. repair and maintain and keep in good repair and condition at all times Owner's appliances and safety monitoring devices at any time situate in or on the Owner's Apartment Unit or adjacent Privacy Area;
- p. not use the Privacy Area adjacent to the Apartment Unit for the storage of personal belongings or other goods and chattels except tasteful balcony or patio furnishings and such other items as may be permitted by the Board and as do not detract from the appearance of the Building or safety of any occupants;
- q. not leave any exterior Windows or Doors of an Apartment Unit open at any time that there is no person present inside the Unit;
- r. not alter or redecorate the exterior Door to an Apartment Unit without the Board's prior written consent;
- s. not interfere with, damage, tamper with or otherwise obstruct or impede the function of the safety monitoring devices or temperature monitoring devices (if any) maintained in the Owner's Apartment Unit as a monitor for conditions that are a danger to or risk harm to Building plumbing and other facilities or enjoyment of Apartment Units by other Owners;
- t. install only window blinds, shades or curtains in the windows and shall not perforate or puncture the frames or any part of any Windows;
- u. allow the Corporation and its contractors unfettered access to and use any window washing equipment anchors and equipment boxes on the Privacy Area for purposes of maintenance and care of exterior windows, curtain walls and other exterior elements of the Building, and Owners shall not (and shall not allow any occupants

- to) tamper or interfere with or in any way damage any such anchors, boxes, or equipment situate on or in their Privacy Area;
- v. carry insurance on the own Unit and such insurance must provide deductible coverage in respect of the Corporation's insurance policy, insure the Owner's contents and betterments installed in the Unit, and insure against third party liability for at least \$2,000,000.00;
- w. put any complaint or question to the Board in writing; and
- x. without limitation to any of the other duties of the Owners contained in these bylaws, an Owner shall not, and shall not permit, allow or suffer any of the Owners servants, agents, licensees, invitees, guests, unit residents or tenants to:
 - i. do or permit to be done in or from the Unit or any part of the Common Property or Corporation Property any act which impedes or interferes in any manner with the operations, maintenance or management of the Building or Common Property or is a source of annoyance, hazard or injury or harassment or will interfere with the rights, comforts, quiet enjoyment or conveniences of other Owners, tenants, managers, occupants, visitors or members of the Board and their respective families or intimidating any member of the Board of any Owner, tenant, manager, visitor or occupant,
 - ii. directly or indirectly interfere with or interrupt or attempt to interfere or interrupt any meeting of the Board or of the Owners or do anything which impedes or contravenes the conduct or good order of any such meeting;
 - iii. without limitation to any other activity which may constitute harassment or intimidation, the following acts (save where one in the exercise of duly authorized Board or management functions) shall be deemed to constitute acts of harassment for the purposes of the above:
 - (1) save in the case of an emergency or where invited to do so, making phone calls or personal visits to any person between the hours of 9:00 p.m. and 8:00 a.m.;
 - (2) making phone calls at any hour after having been requested by the recipient of such calls or visits not to do so;
 - (3) sending emails, texts or other electronic forms of correspondence after having been asked not to do so except for the purpose of raising matters of legitimate concern to the Board or management when done in an appropriate and respectful manner;
 - (4) failing to terminate a phone call or leave a Unit or the proximity of a Unit when requested by the Unit Owner or authorized occupant to do so;
 - (5) haranguing any person or using loud of threatening tone or voice;

- (6) using profanities or insulting language;
- (7) following a person and continuing to engage in conversation when such person has indicated that they do not wish the conversation to continue;
- (8) Making any statements, verbal or written, about any individual with the effect or intent of embarrassing or causing injury to the reputation of that individual where the maker does not have actual knowledge of the truth of such statements.

PART III: THE CORPORATION

3. Board of Directors of the Corporation and 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. The Board (subject to the following) shall consist of not less than three (3) nor more than seven (7) persons and shall be elected for a term of one (1) year, subject to these bylaws below.
- b. If a Unit has more than one Owner, only one such Owner may sit on the Board at one time;
- c. Subject to the Act, only an Owner, their spouse or adult-interdependent partner, may be nominated or elected to the Board; provided that no Owner who is indebted to the Corporation for an assessment or assessments which are more than sixty (60) days overdue after written notice of default shall be eligible for election or membership on the Board; and
- d. 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.

4. Removal or Disqualification From the Board

- a. The Corporation may remove any Board member before the expiration of their term of office and appoint another person in their place to hold office until the next annual general meeting, in accordance with the Act;
- b. The office of a Board member shall, ipso facto, be vacated:
 - i. if they become bankrupt or insolvent;
 - ii. if, being more than 60 days in arrears in payment of any instalments or payments required to be made by them as an Owner as herein set forth;
 - iii. if they become of unsound mind or lose capacity, or die;
 - iv. if they are convicted of an indictable offence;

- v. if they resigns their office in writing, served upon the Corporation;
- vi. if they are absent from meetings of the Board for three (3) months without leave and their co-members resolve at a board meeting that the Board member's office be vacated.

5. Casual Vacancy

Any casual vacancy on the Board, as a result of Bylaw 4.b, may be filled by resolution of the remaining persons on the Board until the next annual general meeting of the Corporation.

6. Quorum for Meeting of the Board

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

7. Chairperson of the Board

The President and in the President's absence the Vice-President (if any) of the Corporation shall act as Chairperson of each meeting of the Board. If neither shall be present then at the commencement of the meeting the Board shall elect a Chairperson for the meeting. The Chairperson shall have a casting as well as an original vote, and if any Chairperson vacates the chair during the course of a meeting the Board shall choose in their stead another Chairperson who has the same rights of voting.

8. Voting at Board Meetings

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

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. without limiting clause a. hereof, maintain and keep in a state of good repair, as may be required as a result of wear and tear or otherwise, the following:
 - i. all exterior surfaces of hallways or lobby area doors;
 - ii. roofing materials and exterior roofs, exteriors of Unit and Building perimeter walls, eavestroughs and exterior drains, and exterior beams and trim;
 - iii. all elevators, stairwells, hallways, lobbies, recreation rooms, parkade entrances and driveways, and Building security systems to the extent situation on Common Property;

- iv. all utility services within, on, in, under and through Common Property;
 - v. all roadways, curbs, sidewalks, parking areas, fencing and other common facilities on the Common Property;
 - vi. all common area lighting, fire hydrant, project mailbox and parkade entrance door facilities whether situate on Common Property or on Units; and
 - vii. all electrical power, water, storm sewer, natural gas, telephone, television cable and similar utility and communication lines that provide or are intended to provide services to more than one Unit, and pipes, wires, cables, ducts, conduits, transformers, pedestals, light standards, fire hydrants, and other facilities therefor.
- c. do all things required of it by the Act, these Bylaws, and the Rules of the Corporation in force from time to time;
 - d. communicate any decision of the Board in writing;
 - e. where practical establish and maintain suitable lawns and gardens on the exterior Common Property;
 - f. 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 area 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;
 - g. Maintain and repair any shut-off valve located in the Apartment Unit;
 - h. Maintain and replace when necessary any device owned by the Corporation whether located on Common Property or otherwise;
 - i. call a general meeting of the Owners and Mortgagees once in each calendar year, and in all cases allow no more than fifteen months to elapse from one general meeting to the next;
 - j. 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;
 - k. Maintain and repair any Units owned by the Corporation and all Parking Units, notwithstanding that maintenance may be required as a result of reasonable wear and tear or otherwise;
 - l. provide and maintain in full force all such insurance as is required by the Act and by the provisions of these Bylaws to be maintained by the Corporation;

- m. provide landscaping, grounds keeping, gardening, snow and ice removal and similar services to outside areas to such standard as the Board may determine, and also to maintain and repair electric power, natural gas, telephone, water, fire suppression systems and equipment, sewer and television cable and other communication lines and other facilities in Common Property areas and also the common area lighting, fire hydrant, and project mailboxes for the Parcel;
- n. obtain, secure, and implement all reserve fund studies required to be obtained or secured or implemented under the Act thereunder;
- o. 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;
- p. 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
- q. ensure the Privacy Area and balcony Doors and Windows immediately adjacent to each Apartment Unit shall be for the sole use and enjoyment of the Unit Owner, their family, guests, tenants and lawful occupants of the Apartment Unit. The respective Owner of the adjoining Apartment Unit is hereby granted the irrevocable right to exclusive use and enjoyment of same. Such Privacy Areas shall be maintained by the Corporation; but such Privacy Area, and all patio and balcony Doors and Windows, shall be kept clean and tidy by the Owner of the adjoining Apartment Unit.

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 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 instrument, general security agreement 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 or occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or occupier thereof, including without limitation maintenance or repair of appliances and safety monitoring devices and appurtenant facilities in Units and maintenance and provision of utilities services and other such services to the Units with or without charge therefor 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 determinable on reasonable notice unless the Corporation by Special Resolution otherwise resolves;
- g. do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and any part of the Units with which it may be concerned, including without limitation the following:
 - i. In accordance with the process set out in the Regulations, impose reasonable monetary sanctions, for an amount not less than fifty (\$50.00) dollars nor exceeding the maximum allowed by the Regulations, for failure to comply with these Bylaws under Section 35 of the Act, up to the maximum amount allowed by the Regulations ;
 - ii. In accordance with the process set out in the Regulations, impose reasonable non-monetary sanctions for failure to comply with these Bylaws, or the Rules, in accordance with the process set out in the Regulations ;
 - iii. commence and prosecute proceedings under Sections 35 and 36 of the Act (or any provision passed in substitution therefor);
 - iv. impose, collect and deal with damage deposits under Section 53 of the Act (or any provision passed in substitution therefor);
 - v. give notices to give up possession of Units and Parking Stalls pursuant to Section 54 and make applications to the court under Sections 55 and 56 of the Act (or any provision passed in substitution for the said sections) provided that such notices and such applications shall not be given or made unless the damage caused by a tenant to Common Property is the result of breach of these Bylaws or willful or grossly negligent acts or omissions;
- 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. in accordance with the Regulations, obtain one or more insurance policies that provide the Corporation with coverage from a loss directly caused by a fraudulent or dishonest act of a member of the Board or a manager, and the cost of such policy shall be a Common Expense of the Corporation;
- j. Recommend but not require that new Board members attend suitable training in regards to condominium board duties and condominium administration, at the expense of the Corporation;
- k. at any time, without notice, enter any 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, or evidence of vermin, insects or other potential infestations or health hazards;
- l. grant to owners or occupants of Units leases, licenses, or rights to use, with or without compensation therefore, of Parking Stalls, however, any such grant, license or right to use shall be subject to amendment or re-assignment by the Board;
- m. provide such security controls for Building and parkade access and use, including without limitation, security key or card systems, as the Board may determine, and impose and exact fees and charges for additional or replacement (for lost) keys or access cards.
- n. provide and employ or retain such security guards and caretakers, including on site security personnel, as the Board may determine; and
- o. if insects, particularly bedbugs, and other pests or vermin are discovered, the Corporation may, but is not obligated, upon the resolution of the Board, to direct and coordinate the pest extermination and prevention efforts, including the choice of pest extermination company, the extermination and prevention procedures and the timing of such efforts. All Owners and occupants will comply with all such directions of the Board in its effort to exterminate and control pests and resolve any such problems. Where the Board determines that the Corporation will direct and coordinate such extermination efforts, such costs shall be a Common Expense that shall be assessed to those Units that were the subject of extermination efforts, except for costs incurred as the result of the failure or refusal of an Owner or occupant to comply with directions and procedures, whereupon all such resulting costs and expenses, including legal costs on a solicitor-and-his-own-client full-indemnity basis, may be charged back to the Unit, as an assessment and recovered in accordance with these Bylaws.

11. Officers of the Corporation

The Board shall from time to time elect a President and may elect a Secretary, Treasurer and/or Vice-President.

12. Duties of the 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; provided, however, that if all Units are owned by one person, then the affixing of the Corporation's seal need be attested by only one member of the Board who is or represents the Owner of all the Units.

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, however, the Board may authorize the Manager to sign estoppel certificates, under corporate seal on behalf of the Corporation .

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 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. cause to be assessed to each Owner in proper proportion their contribution towards Common Expenses and reserve funds for future maintenance and other Common Expenses and enforce payment of same as more particularly hereinafter set forth;
- f. upon the written request of an Owner, purchaser or Mortgagee of a Unit provide the information and documents as are required to be provided by the Act;
- g. without limitation of its other duties and powers, exercise and perform the powers and duties of the Corporation under Bylaw 10.g. hereof;

- h. 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 Unit Mortgagees;
- i. unless and except as otherwise resolved by Ordinary Resolution of the Corporation, employ for and on behalf of the Corporation an independent professional management agency, agent or Manager to supervise, manage, carry out and perform any or all of the duties of the Corporation 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 as aforesaid need not devote full time to the performance of duties of the Corporation so long as those duties are performed in good and sufficient fashion; and
- j. 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; and
- k. establish and maintain Standing committees for :
 - i. Budget and Finance;
 - ii. Building and Grounds;
 - iii. Maintenance;
 - iv. Community, Safety and Security;
- l. The Board shall from time to time elect a committee chairperson for each of the Standing committees from the current members of the Board;
- m. The Board shall establish and maintain a charter of functions and responsibilities for each of the Standing committees and chairperson.

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. retain for and on behalf of the Corporation an independent reserve fund study provider 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. subject to the Regulations, 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;
- f. make, amend or repeal Rules and policy statements respecting procedures used in the use, enjoyment and administration of the common property. The Board shall further inform all Owners of those policy statements and Rules through such means as the Board deems proper and in any event as required under the Act; and
- g. establish Rules to restrict the length, width, height and weight of any vehicle allowed using a Parking Stall.

PART IV: 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, or in accordance with such other guidelines as the Board considers reasonable and appropriate;
- b. All general meetings other than annual general meetings shall be called special general meetings; and
- c. The Board, in its sole discretion:
 - i. shall determine whether those entitled to attend a general meeting may so attend by electronic means; and
 - ii. should the Board determine that a general meeting will be held, in whole or in part, by electronic means, the Board shall determine the procedures, requirements and processes for the meeting.

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 fifteen (15%) percent of the total unit factors for Units, convene a special general meeting. The Board will convene annual general meetings as and whenever required by the Act or the provisions of these Bylaws.

19. Notice of Meetings

Subject to the provisions of the Act, fourteen (14) -day 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 their interests to the Corporation but accidental omission to give that notice to any Owner or to any registered first Mortgagee or non-receipt of that notice by 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. Business

All business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accounts and election of members to the Board, and all business whatsoever that is transacted at a special general meeting shall be deemed special, meaning that notice of the business to be conducted must be provided in advance of the meeting.

21. Chairperson of Meetings

The Chairperson of all general meetings shall be elected by the Board prior to the general meeting. In the event that the Board does not elect a Chairperson, the President and in the President's absence the Vice-President (if any) of the Corporation shall act as Chairperson 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 Chairperson 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 Units having in the aggregate no less than 3300 unit factors 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 for 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 Chairperson of the meeting shall be elected if the President and Vice-President are not present or are unable or unwilling to act as Chairperson;
- b. The order of business at general meetings and, as far as practical at all special general meetings shall be:
 - i. Election of Chairperson 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 Committees;
 - vii. Unfinished business;
 - viii. New business;
 - ix. Election of Board members, if necessary;
 - 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 Chairperson 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 shall be taken in such manner as the Chairperson thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

27. Equality of Votes

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

28. Voting

Subject to the Act, at any general meeting a resolution or vote shall be decided on a unit factor basis. On a show of hands vote, reasonable efforts shall be made to generally identify the number of unit factors attributable to those voting by show of hands. On a poll vote 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 all 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 the proxy is in order, and the votes shall be so counted.

30. Proxies

Subject to the Regulations, an instrument appointing a proxy shall be in writing under the hand of the appointer or their attorney, and may be either general or for a particular meeting, but a proxy need not be an Owner or Mortgagee. This provision to allow votes by proxy relates to General Meetings of the Owners only and is prohibited with respect to meetings of the Board of Directors.

31. Entitlement to Vote

There are no restrictions or limitations on the right to vote other than such restrictions (if any) as are set out in the Act

32. Vote by Co-Owners

Co-owners may vote in accordance with the Act, or such part of the vote applicable to a Unit as is proportionate to their interest in the Unit.

33. Successive Interests

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

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 beneficially interested 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 (which signature can be in counterparts and/or by electronic e-mail signature) 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 Corporation determined upon or made without a general meeting and evidenced by writing, signed in person or by proxy as contemplated in Bylaw 1.o. 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 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, tenants 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 provisions 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.

PART V: ADMINISTRATIVE PROVISIONS

38. Financial Statement

If required by any 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

Any Manager appointed by the Board may, from time to time, make expenditures not to exceed an amount approved by the Board and reviewed from time to time.

40. 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 Unit Owner; but this shall not prevent the enforcement against the Unit Owners of all obligations of the Unit Owners whether improperly stated in such estoppel certificate or not.

41. Mortgagees Represented on Board

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

42. Notice of Default to Mortgagee

Any notice of default sent to an Owner shall also be sent to all those Mortgagees holding registered mortgages of such Owner's Unit who have notified the Corporation of their mortgages.

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 provided as set out in the Act;
- b. upon an Owner if provided as set out in the Act, or by delivery by hand to the Owner (and if there is more than one Owner of a Unit then to any one of such Owners) or by delivery to the Owner's Unit if the Owner is then occupying 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 the Unit if the Owner is in occupancy of such Unit, or to their last known mailing address if they are not in occupancy of such Unit, or electronically as set out in the Act; and
- c. upon a Mortgagee of a Unit if given as set out in the Act, or by 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 addressed 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. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received seven (7) days, or such other time period as set out in the Regulation, 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. Insurance

The Board on behalf of the Corporation shall obtain and maintain at all times insurance on all the Units, in accordance with the Standard Insurable Unit Description of the Corporation, (but excluding furnishings and other personal property brought into Units by Unit Owners), 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 required by the Act 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 as the Board may determine or as may be determined by Ordinary Resolution of the Corporation;
- e. liability insurance for the members of the Board and officers of the Corporation;
- f. in accordance with the Regulations, coverage for fraudulent or dishonest acts of a member of the Board or a manager;
- g. 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;
- h. 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; and
- i. standard mortgagee endorsements in favour of all Mortgagees who have notified their interests to the Corporation.

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:

- a. if the proceeds are less than ONE HUNDRED THOUSAND (\$100,000.00) Dollars, to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss, and
- b. if the proceeds are equal to, or in excess of, ONE HUNDRED THOUSAND (\$100,000.00) 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 interests (or both) are affected by the loss or damage and the Corporation (as their interests may appear) and secondly shall pay such proceeds as follows:

- a. firstly, to the Mortgagees of all Units that are affected by the damage as their interests may appear and to the extent loss is apportioned to the respective Units (the Mortgagee's priorities to accord with their priorities as encumbrances against the respective Units);
- b. secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.

In making any apportionment hereunder 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, all the Mortgagees whose mortgages are registered at the Land Titles Office or have been notified to the Corporation, and the Corporation; and no distribution of proceeds shall be made until after the expiry of 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 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 shall carry insurance on their own Unit as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of insurance carried by a Unit Owner. Such insurance must provide deductible coverage in respect of the Corporation's insurance policy, insure the Owner's contents and betterments installed in the Unit, as well as insure against third party liability for at least \$2,000,000.00.

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

Policies of physical damage insurance 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 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 and 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 therein, and all Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than FIVE MILLION (\$5,000,000.00) 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 their action against another named insured.

All policies of insurance shall name as insured both 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. Policies may be subject to such deductibles as are permitted under the Act.

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 originates from a Unit then the Owner of that Unit shall pay to the Corporation

the amount of any insurance deductible applicable to such loss or damage, irrespective of whether or not the Owner, or occupant of the Unit was negligent or at fault. 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. In the event that the Board elects to not file an insurance claim, the Board may recover from the Owner, as a contribution due to the Corporation, either the value of the repair, and all costs, charges and liabilities associated therewith, or alternatively the value of the Corporation's deductible, whichever is lesser.

PART VI: OCCUPATION AND USE OF UNITS

46. Owner's Usage

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

- a. use the Unit for any purpose that may be illegal or injurious to the regulation of the Units comprising the Condominium or the Parcel;
- b. make undue noise in or about any Unit or Common Property; and
- c. keep any pets or animals of any kind in any Unit or on the Common Property.

47. One Family Only

- a. Each Apartment Unit shall be occupied only as a one-family residence by the Owner of the Apartment Unit, their family and guests or a tenant of the Owner, their family and guests, and for the purposes of this Bylaw:
 - i. "One-family residence" means an Apartment Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen'
 - 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.
- b. Notwithstanding the foregoing, occupancy of an Apartment Unit by up to two (2) adult persons, per each bedroom in an Apartment Unit, who are not all part of the same family, shall not be in violation of this bylaw.
- c. No Apartment Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Apartment Unit, and without limiting the generality of the foregoing no Apartment Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, lawyer or other professional person; provided, however, that the foregoing shall not prevent any other Owner of an Apartment Unit from leasing, renting or selling, or offering or showing the Apartment Unit for lease, rent or sale. For greater certainty, short term rentals such as Airbnb or rentals of one (1) month or less are considered to be a commercial activity and are not permitted.

48. Restrictions and Requirements

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

- a. Owners shall at all times keep and maintain the heating and other equipment in their Apartment 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 Apartment Units at no time fall below 10 degrees Celsius or rise above 35 degrees Celsius, and that humidity and heat levels will at all times be in accordance with guidelines from time to time established by the Board;
- 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;
- c. No renovations or upgrades to a Unit shall take place, including any work where a wall is punctured by drills, screws or any type of anchor device, unless prior notice in writing of the intention to carry out such renovations or upgrades has been provided to the Board and the Board has approved such renovations or upgrades. The Board may adopt Rules governing renovations and upgrades to Units and the specifications relating to renovations and upgrades;
- d. No renovations or work in a Unit shall occur on statutory holidays, except in the case of emergency and no renovation work in a Unit shall occur outside of the hours 8:30 a.m. - 6:00 p.m. or as directed by a schedule published by the Board;
- e. Any hard surface flooring to be installed in a Unit, whether hardwood, laminate, ceramic tile, linoleum or any other hard surface flooring other than carpeting, must, for the purposes of the reduction of sound and the limiting the noise transference between Units, have underlay installed under the hard surface flooring with a rating of IIC 71 or more, or such other specification as approved by the Board in writing, provided however if the Standard Insurable Unit Description adopted by the Corporation pursuant to the Act adopts a different flooring rating or standard that the standard set out herein, the rating or standard provided for in the Standard Insurable Unit Description adopted by the Corporation shall prevail. Any renovations or floor replacements carried out in any Unit shall comply with these specifications and requirements in relation to underlay;
- f. No alterations or improvements shall be done or made that adversely affect the structure or integrity of the Building, the curtain walls, the plumbing, heating, air conditioning, electrical or other facilities shared in common with other Units or Common Property (or both) or the reduction of sound and noise transference or insulation of the Unit boundary walls, floors or ceilings, or the integrity of the Building roof;

- g. Only the Corporation or its duly appointed agent is permitted to authorize the puncture of the outside envelope of the Building;
- h. Owners are responsible for, shall repair and make good and shall indemnify the Corporation and other 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 or by the Owner's tenant. 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;
- i. Owners shall not make any changes to the finish or appearance of the exterior of their Units without the prior written consent of the Board;
- j. No jetted tub or garburator shall be used or installed in the Unit (in the case of replacement); and
- k. Owners shall not build any balcony enclosures or install hot tubs outside their Apartment Units except as permitted in writing by ordinary resolution of the Corporation and as permitted by law.

49. 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 ordinances of the applicable public health authorities or with any statute or municipal Bylaw or with any other law whatsoever. Further, and without limitation, all cooking and barbecue equipment and facilities on or in a Unit or Privacy Area, including without limitation gas barbecues on Privacy Areas, shall remain attended at all times when alight and managed and operated in manner that ensures no fire or smoke hazard or annoyance or nuisance to the Building or other Units or occupants thereof.

50. 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 sweepings, garbage, rubbish, rags, ashes, diapers, feminine hygiene products or other substances shall be thrown therein.

51. Combustible Materials

No storage 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, Privacy Area or within a Parking Unit. Without limiting the generality of the foregoing, only gas barbecues that are in good working order may be used in a Privacy Area. Without limiting the generality of the

foregoing no charcoal or solid fuel or propane barbecues shall at any time be kept on or used on or in a Unit or any Privacy Area.

52. Water

- a. Water shall not be left running unless in actual use in or outside any Unit and under the continuing watch and supervision of a responsible person while such; and
- b. Owners are responsible for maintaining and repairing all plumbing fixtures and appliances including but not limited to dishwashers and water dispensers in refrigerators and plumbing lines which do not form part of the common property. Owners are responsible for the costs of repair of damages to their own Units, to other units and to common property resulting from a sudden escape of water from slow leakage, except to the extent such costs are covered by insurance.

53. 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 rooms or containers provided in the Building, and shall be deposited as directed by the Board. No cigarettes, cigars, or other burning or lit products or materials shall be placed in or beside any garbage chute or container, and no flammable, explosive, toxic or hazardous substances shall be placed into or down or beside any chutes or garbage containers. The disposal of all garbage shall comply with City of Edmonton Bylaws and regulations.

54. Tenants and Occupiers

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

- a. comply with the damage deposit requirements (if any) of the Corporation;
- b. provide the Corporation with the name and contact information of all tenants;
- c. provide a copy of the Bylaws and Rules to the tenant or occupier; and
- d. give notice in writing to the Corporation and the Manager (if any) of the tenancy or other occupancy accompanied by the written confirmation that the Bylaws and Rules have been provided to the tenant or occupier;

provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying the Unit.

55. Laundry

No laundry shall be hung other than inside an Apartment Unit.

56. Noise

Owners, their families, guests, invitees, customers, visitors, tenants and servants shall not make or permit, create or permit creation of, or continuation of any noise or nuisance on or in the Units or on the Common Property or anything that will or may in the opinion of the Board unreasonably

annoy or disturb or interfere in any way with other Owners or occupants or those having business with them. No noise caused by any exercise equipment, instrument, bass subwoofer, or other device or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other Owners or occupants shall be permitted. Further, Owners, their families, guests, invitees, visitors, tenants and servants shall not conduct, participate in or allow any activity or action that results in excessive noise or disturbance, as determined by the Board in its sole discretion, between 11:00 p.m. and 8:00 am or otherwise is in breach of the City of Edmonton Community Standards Bylaw.

57. Health

- a. No Owner or occupant 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. As soon as they are detected, an Owner or occupant must report the presence of problem insects, particularly bedbugs, and other pests or vermin in their Unit to the Manager or to the Board. Each Owner or occupant of a Unit will allow the Corporation to inspect their Units when insects, pests or bedbugs are suspected to be present and each Owner shall take steps, as directed by the Board, to eliminate the insects, pests or vermin. In the event that the Board determines that the Corporation shall direct and coordinate the pest extermination and prevention efforts, including the choice of pest extermination company, the extermination and prevention procedures and the timing of such efforts, all Owners and occupants will comply with all directions of the Board in its effort to exterminate and control pests and resolve any such problems;
- c. Owners, tenants, occupants and their guests and invitees are permitted to smoke or vape tobacco only within a Privacy Area and not otherwise within any Unit or elsewhere within the Common Property, however, in the event that the Board determines that such is creating a nuisance or health concern for other persons. Owners, occupants and their guests and invitees shall follow any Rules of the Corporation with respect to smoking within the Privacy Areas.
- d. Cannabis may not be smoked or vaped anywhere within the Parcel, however, the use of cannabis, by topical or edible variety, is allowed.
- e. Owners and occupants shall not grow plants or vegetation that require the use of hydroponics, high output lights or fans. Further, Occupants shall not grow plants or vegetation in a manner which, in the opinion of the Board, increases the risk of mould or moisture damage in a Unit, common property or any property owned by the Corporation.

58. Windows

No awning or shade shall be erected over the outside of the Windows, nor shall any articles be hung or placed on any outside Window or of or curtain wall adjacent to an Apartment Unit. All draperies and blinds inside an Apartment Unit located on exterior Windows must meet standards and color requirements reasonably established by the Board.

59. Debris

Nothing may be thrown out of the Windows or Doors of an Apartment Unit or off balconies.

60. Hallways, Stairwells and Elevators

No chattels or other things shall be placed in or on any hallways or stairwells or elevators except by the Corporation. Hallways, stairwells and elevators shall at all times be kept free of obstruction. 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 who cause, 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 contributions.

61. Privacy

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

62. Private Vehicles

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

63. Motor Vehicles

- a. No motor vehicle shall be driven on any part of the Parcel other than on a driveway or parkade floor surface;
- 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 Parcel;
- 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 insured and registered or which is undergoing repairs of any nature shall not be parked or located on a Parking Stall or Parking Unit;

- e. No motor vehicles shall be placed or parked anywhere in a manner that interferes with access over Common Property roadways or sidewalks or fire access or access to Parking Stalls or Parking Units of other Owners;
- f. No motor vehicles shall be parked on any Common Property for any period exceeding 48 hours;
- g. Parking Units shall be used only by persons who are Owners or occupants in the Building;
- h. Parking Stalls may only be used by guests and visitors to the Building and shall not be used by occupants of the Building. All Owners, occupants, guests, and invitees shall comply with the Parking Restriction and Rules governing use of the Parking Stalls;
- i. The Board may make Rules governing the length of time which a vehicle in a Parking Unit or Parking Stall may be left idling;
- j. Owners shall abide by any direction of the Board or any Rules restricting the length, width, height and weight of any vehicle using a Parking Unit or Parking Stall;
- k. Owners shall be responsible to clean their Parking Unit and keep such and free and clear of dirt, mud and debris;
- l. Owners or occupants who have been given notice and fail to clean stains, mud and other debris from their Parking Units within 5 days being provided notice may, in accordance with the Regulations, be charged a monetary sanction, not to exceed \$200.00;
- m. Owners and occupants shall comply with the directions of the Board in regards to the removal of vehicles from Parking Units as required for repair and maintenance;
- n. No propane or diesel powered vehicle shall be brought into the parkade in the Building; and
- o. No changes to the electrical system or equipment in the Building or the Common Property shall be made in order to accommodate the charging of an electric vehicle, without the written consent of the Board. Should an Owner or tenant, require the installation of a charging station or equipment for the charging of an electric vehicle, the Board may require the installation of monitoring equipment in order to determine the amount of electricity being used, or alternatively, the Board may reasonably determine the cost of the electricity so utilized. The Owner shall pay all electricity costs for the charging of an electric vehicle in their Parking Unit, and such costs shall be assessed against the Parking Unit as a contribution in accordance with the Act and these Bylaws and the Owner shall further pay for all costs for the installation of a charging station and equipment, in accordance with the terms and conditions as reasonably imposed by the Board.

64. Parking Areas

- a. Parking in the Parking Stalls, Parking Units and designated parking areas shall be used only as permitted by these Bylaws and the Board's Rules for such use.
- b. The Board shall set aside Parking Stalls for guest use, and use of such Parking Stalls shall be strictly as permitted and regulated by Rules established by the Board from time to time.
- c. No Owner or other Unit occupant shall use any Parking Stalls set aside for guest use;
- d. Parking Units shall only be used for parking of vehicles, in accordance with these Bylaws, and shall not be used for the storage of any other personal property of the Owner, tenant or occupant.

PART VII: PROVISIONS GOVERNING THE USE OF THE COMMON PROPERTY**65. Landscaping and Other Common Property**

Owners, their families, guests, tenants, 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.

66. 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.

67. Sidewalks and Walkways

The sidewalks, walkways, passages, hallways, lobby vestibule, stairwells, elevators, driveways and parking areas shall not be obstructed by any owner, their family, guests, invitees, customers, tenants, invitees 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.

68. Combustible Material on Common Property

No storage 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.

69. 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 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;
- 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, or as approved by the Board in writing. Potted plants, if approved by the Board, in writing, may be placed and kept on Privacy Areas provide all Rules relating to the same are followed and:
 - i. all such planters must be elevated from the balcony surface so as to provide air flow between the planter and the balcony surface;
 - ii. no planter or similar shall be placed on the railings; and
 - iii. no water shall be permitted to flow or spill or fall from the balcony where such planters are placed to any other balcony or Unit or the Common Property.

70. 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.

71. Signs

No signs, billboards 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. An approved "For Sale" sign may be placed on a designated sign post provided by the Corporation and Owners or occupants may place any signs permitted under an applicable Municipal Bylaws or other applicable legislation.

72. 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 parkade or other 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 or Privacy Area. The insuring of any contents on or in the Units is the responsibility of the individual Owners solely.

73. Sales

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

74. 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, directional controls and access.

75. Moving

Moving of furniture into or out of a Units shall be done only during 8:00 a.m. and 6:00 p.m. daylight hours and in strict compliance with Rules for such action established from time to time by the Board.

76. Recreational Use

- a. No portions of the Common Property, including the fitness room, shall be used by any Owner or occupant and no Owner or occupant shall permit any other person to use such areas except only in accordance with the Rules therefor which shall be established from time to time by the Board or the Corporation; and
- b. Failure to comply with the directions of the use for the fitness room shall be considered a breach of these bylaws and may result in a monetary or non-monetary sanction

PART VIII: MISCELLANEOUS**77. Maintenance**

- a. Each Owner shall be responsible for the repair and maintenance of their Unit and all improvements now or hereafter situate therein, including without limitation the heating and safety monitoring devices therein, and to keep the Privacy Area adjacent to the 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-day written notice to do so given by the Board or its representative, then 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 use 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 the Unit to the same extent as they would be if they were Common Expense charges assessed upon the Unit and shall be a charge upon the Owner's Unit. In the event that the Owner's default involves 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 by any wilful or negligent acts of himself, members of their family, their 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 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 the Unit to the same extent as they would be if they were Common Expense charges assessed upon the Unit.

78. Common Expenses

The Common Expenses of the Corporation shall, without limiting the generality of the definition thereof in Bylaw 1 hereof, include the following:

- a. all levies or charges on account of electricity, water, sewer, gas and fuel 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, salaries, benefits, fees and other expenses of all onsite and offsite security personnel and caretakers;
- k. the costs and expenses of providing, maintaining and repairing landscaping, gardening, grounds, utilities and other services, and providing snow and ice removal service on the Parcel; and
- l. if the Board shall determine to provide 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, the costs and expenses of so doing.

79. Assessment for Common Expenses

- a. At least 30 days prior to the beginning of each fiscal year of the Corporation, 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 fiscal 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. If the amounts estimated by any Board 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 installments on or before the first day of each month during the fiscal year (or other period) 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 eighteen (18%) 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 fiscal year, to fix the assessments hereunder 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 thereof 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 their contributions towards the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning the 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; and
- d. Should the Corporation enter into a loan and the Owners have the option of opting out of the loan by prepaying their proportionate share of the loan or of the special assessment on which the loan is based, payments required to be made with respect to the repayment of the loan and payment of all costs and expenses related to the loan shall be allocated among the Units of those Owners participating in the loan based on Unit Factors and shall be deemed to the Common Expenses then apportioned, levied and assessed upon the Owners participating in the loan in the proportion that the Unit Factors of their Unit is of the total number of Unit Factors of the Units of all Owners who are participating in the loan. The payment of such assessed amounts with respect to the loan shall be added to the monthly payments with respect to Common Expenses which the Owners participating in the loan are required to pay to the Corporation. All Owners who opt out of the loan by prepaying their proportionate share of the loan or paying their proportionate share of the assessment on which the loan is based, shall not be assessed any of the costs and expenses relating to the loan including the payment of principal and interest on the loan, which costs and expenses shall be the sole responsibility of the Owners participating in the loan.

80. Default in Payment of Assessments and Lien for Unpaid Assessments, Instalments 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, installment or payment (including interest on arrears) due to the Corporation in respect of the Unit, which lien shall be a first, paramount lien against such estate or interest subject only to the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of any kind against the Unit title 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 interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, installment or payment and for so often as there shall be any such unpaid assessment, installment 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 in 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;
- 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, and upon such payment being made, such party, person, firm or corporation shall have a first, paramount lien, subject to the estates or interests 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 the 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 therefor shall be maintainable as a separate action, suit or proceeding without foreclosing, or waiving the lien, charge or security securing the same;
- d. In the event of any assessment against or installment or payment due from an Owner remaining due and unpaid for a period of 30 days, the Board, at its election, may accelerate the remaining monthly assessments, installments, and payments for the fiscal year then current upon notice to the Owner in arrears and thereupon all such unpaid and accelerated monthly assessments, installments and payments shall become payable on and as of the date of the said notice; and
- e. In addition to the powers under Section 42 of the Act, the Board shall charge an Owner for and the Owner shall pay all costs (including legal fees on a solicitor-and-his-own-client full-indemnity basis) associated with the collection of any payment due from an Owner or for the enforcement of any other clause of these Bylaws.

81. Mortgage Protection

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

82. Indemnity of Board Members

Every member of the Board and their 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 their duties, except such costs, charges, losses and expenses as are occasioned by their own dishonest act or omission, wilful neglect, wilful default or failure to act in good faith.

83. Non-Profit Corporation

The Corporation is not organized for profit. No Owner, member of the Board or person from whom the Corporation may receive any property or funds or shall receive or shall be lawfully

entitled to receive any pecuniary profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- a. reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b. any member of the Board or Owner may, from time to time, be reimbursed for the actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- c. members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 10h hereof.