

SCHEDULE "B"

LIVINGSTONE ESTATES CONDOMINIUM BYLAWS

PART 1 – DEFINITIONS AND APPLICATION

1. Definitions and Application

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

- a. "Act" means *The Condominium Property Act*, of Alberta, as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act including its Regulations;
- b. "Bareland Unit" in this project means the Bareland units that are redivided to create the Residential and Common Property Units that are situated within a parcel and described as a unit in a condominium plan by reference to boundaries governed by monuments placed pursuant to the *Survey Act* of Alberta.
- c. "Board" means the Board of Directors elected pursuant to Part III of these bylaws;
- d. "Bylaws" means the bylaws of the Corporation, as amended from time to time;
- e. "Common Expenses" mean all expenses of performance of these objects and duties of the Corporation and all expenses specified as common expenses in these Bylaws;
- f. "Common Property Units" means so much of the parcel as is not comprised in any Unit shown on the Condominium Plan;
- g. "Condominium" means the suite and premises situated within a Unit and all appurtenances thereto;
- h. "Condominium Plan" means the condominium plan registered by the Developer under the Act;
- i. "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan;
- j. "Developer" means NEWROCK DEVELOPMENTS JOINT VENTURE;
- k. "Door" means and includes the external residence door(s), hinges, locks, door frame, door jambs, mullions, screens and slider strollers for patio doors and all locks and doorknobs and other hardware on the door, and the garage door, but not including the internal rails, rollers chain, or lift mechanism;
- m. "Garage" means an attached garage to a Residential Unit;
- n. "Insurance Trustee" means a trust company authorized to carry on the business of a trust company under the laws of Alberta, selected from time to time on ordinary resolution of the Board, whose duties include the receiving, holding and

disbursing of proceeds of policies of insurance pursuant to these by-laws and the Act;

o. "Manager" means a person, firm or corporation appointed as manager pursuant to bylaw 15(l) hereof;

p. "Mortgagee" means the holder of a mortgage registered against the title to one or more Units;

q. "Ordinary Resolution" means a resolution:

i. passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at such meeting entitled to exercise the power of voting conferred under the Act or these Bylaws; or

ii. in writing signed by a majority of all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing more than fifty (50%) percent of the Unit Factors for all of the units;

r. "Owner" means a person who is registered as the owner of the fee simple estate in a Unit in the condominium property.

s. "Parcel" means the land comprised in the Condominium Plan;

t. "Parking Stall" means the parking stall(s) which is located on the front driveway of each of the Units;

u. "Person" includes a corporation, and the heirs, executors, administrators or other legal representatives of a person;

v. "Privacy Area(s)" means the deck or balcony attached, if any, to the Unit and the Parking Stall(s) assigned to each Owner;

w. "Residential Unit" means one of the condominium Residential Units shown within the Condominium Plan;

x. "Residential Unit Restriction" means the use restrictions on Residential Units herein provided and use restrictions applicable to Residential Units under the provincial, municipal and other laws applicable to the Units;

y. "Special Resolution" means resolution that is:

i. passed at a properly convened meeting of the Corporation by a majority of not less than 75% of the votes cast by persons who:

A. are present personally or who cast their votes by proxy;

B. vote with respect to that Resolution; and,

C. are entitled to exercise the powers of voting conferred by this Act or the Bylaws of the Corporation; or

ii. approved by the signature on the Resolution of not less than two-thirds

of all the persons who are entitled to exercise the powers of voting conferred by the Act or the Bylaws of the Corporation;

z. "Tenant" means a Person who is the subject of a residential tenancy agreement as defined by *The Residential Tenancies Act*, 2006;

aa. "Unit" means an area designated as a unit by the Condominium Plan;

bb. "Unit Factor" means the unit factor for each Unit as more particularly described in the Condominium Plan;

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

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

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

PART 2 – THE OWNERS

2. Duties of Owners

Each Owner shall:

- a. permit the Corporation and its agents, at all reasonable times on 24 hours notice (except in case of emergency when no notice is required), to enter his Unit for the purposes of maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, sewers and other facilities for furnishing of utilities or services for the time being existing in, on or under the Unit and capable of being used in connection with the enjoyment of any other Unit or common Property, or for the purpose of maintaining, repairing or renewing Common Property, or for the purpose of ensuring that the Bylaws are being observed, or for the purpose of dealing with defaults or Bylaw breaches in the Unit or by Unit occupants. Without limiting the foregoing, the Corporation and its agents, including representatives of utility suppliers, will be entitled to enter into any part of a Unit containing utility meters serving such Unit or any other Unit;
- b. at all times when the outside temperature falls below 0 degrees Celsius, keep and maintain heating in operation within his Residential Unit to a temperature that ensures against pipe freezing in the Unit or any adverse impact whatsoever on adjoining Units or their heating or their use and enjoyment;
- c. forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit, and pay all rates, taxes, charges, outgoings and

assessments that may be payable in respect of his Unit;

- d. repair, replace and maintain his Unit including all heating, ventilating and air conditioning equipment and fixtures including the air conditioner condenser located exterior to the Unit, electrical and plumbing equipment, fixtures and facilities on or in his Unit, and also all opening, lifting, or closing mechanisms of doors, garage doors and balcony Doors and all opening and closing mechanisms, and locks on Windows in or on the perimeter of his Unit (whether or not such Windows are Common Property) in good and substantial repair and well groomed and in neat and tidy condition; provided that any replacement of any such mechanisms described above in this paragraph must be made with similar hardware types and quality and to specifications approved by the Board and must be installed to standards acceptable to the Board;
- e. use and enjoy the Common Property Units in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Owners or their families or visitors;
- f. not use his Unit or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will cause any insurance maintained by the Corporation to be canceled or declined or its premium rates increased or that will cause nuisance or hazard to any occupier of a Unit (whether an Owner or not) or the family of such an occupier;
- g. notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- h. ensure that he and his family, tenants, visitors, and other permitted occupants of his Unit follow and comply with the Bylaws and regulations of the Corporation in force from time to time, and Residential Unit Restriction. Nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws and all restrictions by all persons leasing or occupying his Unit;
- i. at all times, comply with and perform, and cause tenants and other occupants of his residential Unit to comply with and perform, the obligations prescribed for Owners by the Residential Unit Restriction and by the use and occupancy rules reasonably established by the Board for use of Common Property;
- j. pay to the Corporation when due all Common Expenses and parking rental fees (if any) levied or assessed against his Unit together with interest on any arrears thereof at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved from time to time by Special Resolution of the Corporation, calculated from the date due until payment;
- k. in all respects meet the requirements of Bylaw 52 hereof in the development, improvement, alteration, repair and other treatment of improvements on or in his Residential Unit;
- l. in the event that any utilities, communication or other services, or pipes, wires, cables, ducts, conduits, transformers, or other facilities therefore, that are capable of

being used or are used in connection with any other Unit or Common Property, shall at any time pass in, on, under, over or through the Owner's Unit then the Owner shall not in any way tamper, interfere with, damage or otherwise treat such pipes, wires, cables, ducts, conduits, transformers, or other facilities in any way whatsoever that may affect their use or enjoyment by other Owners;

- m. repair and maintain and keep in good repair and condition at all time all furnaces, air conditioners, water heaters, barbecues, and other plumbing and heating or cooling apparatus at any time situate in or servicing the Owner's Residential Unit;
- n. provide to the Board duplicate copies of any keys to the Residential Unit entrance Doors for Unit access by the Manager or caretaker or other agent of the Corporation where permitted under these Bylaws;
- o. not alter or replace or redecorate the exterior of a Residential Unit without the Board's prior consent;
- p. ensure that any Window coverings shall be white or ivory where visible from outdoors, and construction so as not to impair the operation of the heating and any air conditioning systems and shall not place foil, opaque materials, "For Sale" signs or advertising notices in or on any Window. No awnings or shades shall be erected over the outside of the Window, nor shall any articles be hung or placed on any outside Window or Window sill of a Residential Unit. The Developer has sold the units with blinds included in the Price. No Owner or Lessee shall replace these blinds without the prior written consent of the Board
- q. upon the request of the Corporation, obtain from the tenant, or have the manager who leases his Unit on his behalf obtain from his tenant, an undertaking in writing to the following effect: "I _____ covenant and agree that I, the members of my household and my guests from time to time will, in using the Unit rented by me, and all Common Property, comply with *The Condominium Property Act*, the bylaws, and all Rules and Regulations of the Condominium Corporation during the term of my tenancy."

3. Maintenance

- a. Each Owner shall be responsible for the repair and maintenance of his Residential Unit and all improvements now or hereafter situated therein, including without limitation the heating and air conditioning (if any) facilities servicing the Unit, and to keep all areas surrounding his Unit and any privacy area assigned neat and tidy and free and clear of junk and debris. Should any Owner fail to do such maintenance (other than repairs that are insured against by the Corporation) and clean-up in a manner satisfactory to the Board or its representative and such failure continues after 10 days written notice to do so given by the Board or its representative, may do or cause to be done the clean up, repair or maintenance required to cure such breach by the Owner and the Owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such clean-up, repair or maintenance and the Board or its representative may sue all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies

shall be a charge upon his Unit to the same extent as they would be if they were Common expense charges assessed upon his Unit and shall be a charge upon the Owner's Unit. In the event that the Owner's default involves any risk of loss or damage to the Common Property Units or to the other Units the Corporation may act without any prior notice.

- b. Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items referred to in Bylaw 9(l) hereof by any wilful or negligent acts of the Owner, members of the Owner's family, his tenants, invitees, contractors or licensees that are not required by these Bylaws to be insured against by the Corporation; and should any Owner fail to repair in a manner satisfactory to the Board or its representative, then the Board, or its representative, may do or cause to be done such repair and the Owner affected agrees to and shall reimburse the corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use any or all of the remedies open to it as hereinafter set out to recover such monies for the corporation and such monies shall be a charge upon his Unit to the same extent as they would be if they were Common Expense charges assessed upon the Unit.

PART 3 – THE CORPORATION

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

- a. The Board for the benefit of the corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. Until the first annual general meeting of non-Developer owners, the Board shall consist of a minimum of one (1) and not more than three (3) nominees of the Developer. Thereafter, the Board (subject to the following) shall consist of not less than three (3) nor more than seven (7) persons and shall be elected at each annual general meeting (although members may also be elected at an extraordinary general meeting);
- b. Ownership or occupancy of a Unit is not necessary for election to or membership on the Board and any person who has attained the age of majority shall be eligible for nomination and election to the board; provided that no Owner who is indebted to the corporation for an assessment or assessments which are more than 30 days overdue after written notice of default shall be eligible for election to or membership on the Board;
- c. At any election of Board members each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.

5. Removal or Disqualification from the Board

- a. The Corporation may by resolution at an extraordinary general meeting remove any member of the board before the expiration of his or her term of office and appoint another person in his or her place to hold office until the next annual general meeting provided that the requirements for Board membership as outlined in

these bylaws are met;

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

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

6. Casual Vacancy

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

7. Quorum for Meeting of the Board

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

8. Chairman of the Board

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

9. Duties of the Corporation

The Corporation shall:

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

Common Property;

- d. maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, sumps, sewers, transformers, pedestals, light standards, fire hydrants and other facilities for the furnishing of utilities and services which are external to the Residential Unit and all common areas lighting for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit or the Common Property;
- e. upon written request made by an Owner or the holder of any mortgage registered against a Unit, or the duly authorized agent of such Owner or Mortgagee, provide such Owner or Mortgagee with either a duplicate original or certified copy of all liability insurance policies and endorsements maintained by the Corporation, as well as all renewal certificates or certified copies of replacing policies; and further shall, without request being required, provide the same to the registered first Mortgagee of any Unit who has notified the corporation of its mortgage, including all renewal certificates or replacing policies issued at any time and from time to time while such mortgage remains undischarged;
- f. call a meeting of the Corporation at which a Board shall be elected within:
 - i) not later than one year after titles are issued pursuant to the Condominium Plan; or,
 - ii) within 45 days after request by Owners who represent not less than 25% of the Residential Unit factors.
- g. call a general meeting of the Owners, and other persons entitled to vote once in each calendar year, and in all cases allow not more than fifteen months to elapse from one general meeting to the next;
- h. control, manage, administer, maintain and repair all land and chattels and other property whatsoever owned by the Corporation; provided that nothing herein shall obligate the corporation to keep or retain any land or chattels or other property it may from time to time acquire;
- i. provide and maintain adequate garbage receptacles and garbage disposal facilities on the Common Property Units for use by all Owners and provide for regular collection therefrom;
- j. maintain and repair any Units owned by the Corporation, notwithstanding that maintenance may be required as a result of reasonable wear and tear or otherwise;
- k. subject to any obligations imposed by these Bylaws or the Corporation upon any Owners to maintain any part of the Common Property Units over which such Owners are granted exclusive rights of use by the Corporation, maintain the Common Property Units notwithstanding that maintenance may be required as a result of reasonable wear and tear, or otherwise;
- l. shall maintain and where necessary, replace; pursuant to the Reserve Fund designated for such purposes within the Act; the following improvements:

- i. all Windows and Doors other than opening and closing mechanisms and locks on Windows;
 - ii. roofing materials and exterior of roofs, exteriors of a Residential Unit including any perimeter walls, eaves troughs and exterior drains, and exterior beams and trim;
 - iii. all Residential Unit exteriors, other than those Windows and parts of patio and balcony Doors that are Owners' responsibilities, (Owners are responsible for the cleaning of window surfaces);
 - iv. all utility services within, on, in, under and through the Common Property;
 - v. all roadways, curbs, sidewalks, storage areas, parking areas, garages, fencing and other common facilities on the Common Property;
 - vi. all common area lighting, fire hydrant, and mailbox facilities whether situated on Common Property Units or on Units;
 - vii. all electrical power, water, sanitary sewer, storm sewer, natural gas, telephone, television cable and similar utility and communications lines that provide or are intended to provide service to more than one Unit, and pipes, wires, cables, ducts, conduits, transformers, pedestals, light standards, fire hydrants, common area lighting, project mailboxes and other facilities therefore; and
 - viii. the exterior membrane of any Residential Unit;
 - ix. decks, including rails and structures, driveways in front of Garages, external walk up steps and landings, Garage exteriors including roof, siding, windows but not opening/closing mechanisms and Garage Doors but not opening/closing mechanisms.
- m. at all times keep and maintain for the benefit of the corporation and all Owners copies of all warranties, guarantees, drawing and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 12 of the act (or any provision passed in substitution therefore);
- n. provide landscaping, grounds keeping, gardening, snow and ice removal and similar services to outside areas or the Common Property, to such standard as the board may determine;
- o. obtain, secure and implement all reserve fund studies required to be obtained or secured or implemented under the Act and any regulations thereunder;
- p. 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;
- q. determine, administer and deal with reserve funds for future maintenance of the Units, Common Property Units and property owned by the Corporation in

accordance with the requirements of the Act and regulations thereunder;

- r. place and maintain for and on behalf of the corporation and all Owners, fire, extended peril, third-party liability and other insurance as required from time to time under the Act or these Bylaws or as directed by the Board;

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 the Common Property Units, or for use by the Corporation in performance of its functions, provided that real property shall only be acquired or disposed of on approval by Special Resolution of the Corporation;
- b. borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow in excess of Ten Thousand and 00/100 (\$10,000.00) Dollars on any single occasion or incur aggregate indebtedness at any time exceeding Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars in any financial year without such borrowing or incurring of debt being approved by Ordinary Resolution of the Corporation;
- c. secure the payment of moneys borrowed by it, and the payment of interest thereon, by negotiable instruments, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- d. invest as it may determine any moneys in the funds for administrative expenses or reserve funds to the extent permitted by law for trustees under The *Trustee Act* of Alberta;
- e. make an agreement with any Owner for the provision of amenities or services by it to the Unit or to the Owner, including without limitation maintenance or repair of furnaces, water heater and appurtenant facilities in Residential Units and maintenance and provision of utilities services and other such services to the Residential Units with or without charge therefore to the Owner;
- f. grant to an Owner a lease or other right to exclusive use and enjoyment of Common Property, or special privileges in respect thereof; but, any such grant shall be terminable on reasonable notice unless the Corporation by Special Resolution otherwise resolves;
- g. impose monetary sanctions on Owners, who fail to comply with these By-Laws pursuant to Section 35 of the Act. The Corporation shall use its discretion in determining the severity or seriousness of each violation, and impose monetary sanctions which it considers reasonable in the circumstances. Such monetary sanctions shall not be less than Fifty (\$50.00) Dollars or greater than the amount that may be granted in damages under the Provincial Court Act. The Corporation may seek to recover a monetary sanction of not more than Ten Thousand

(\$10,000.00) Dollars and/or an injunction. The Corporation may impose the non monetary sanction of prohibiting a defaulting Owner, or any of them from exercising any power to vote conferred on such Owner by the Act or these By Laws until such time as the default has been remedied to the satisfaction of the Board. The Corporation may only impose other, non-monetary, sanctions if directed to do so by majority Resolution of the board, which Resolution shall specify the general nature of such non-monetary sanctions. In imposing sanctions, the Corporation shall be guided by rules of natural justice including giving the violating Owner, Tenant, Occupant or invitee the right, on adequate notice, to appear before the Board of the Corporation or committee appointed by the Board for such purpose to answer the By-Law violation allegations of the Corporations.

- h. the Corporation may take proceedings pursuant to small claims procedure to recover from the Owner, Tenant or other person who resides in a Residential Unit, a penalty for contravention of a bylaw of the Corporation;
- i. 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 Owners;
- j. impose and exact the fees and charges referred to in Bylaws 16e hereof;
- k. at any time, without notice, enter any Residential Unit if it becomes aware of or reasonably suspects conditions or circumstances that are hazardous or a danger, including without limitation evidence that temperature conditions within the Unit entail risk or danger of pipe freezing, excessive heat or other harm;
- l. make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property Units and do all things reasonably necessary for the enforcement of these Bylaws and or the control, management and administration of the Common Property Units generally including the commencement of an action under of the Act and all subsequent proceedings relating thereto;
- m. require separate metering to and charge to any Owner for any or all utilities and other such services provided to such Owner's Unit, whether or not the same is done for any other Unit; and
- n. by itself or through agents enter into or permit utility provider representatives to enter, any part of a Unit where utility meters may be located, whether serving that Unit and/or other Units, to read, service, repair and replace such meters and appurtenant facilities.

11. Officers of the Corporation

The Board shall from time to time appoint a President, Secretary and a Treasurer. The Board may appoint such other officers as it deems desirable. The Board may appoint the same individual to one or more offices of the Corporation.

12. Duties of Officers

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

13. Seal of the Corporation

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

14. Signing Authorities

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

15. Duties of the Board

The Board shall:

- a. cause minutes to be kept of its proceedings which shall unless the Board otherwise decides, be kept by the secretary;
- b. cause minutes to be kept of general meetings which shall, unless the board otherwise decides, be kept by the secretary;
- c. cause proper books of account to be kept in respect of all sums of money received and expended by it, and the matters in respect of which such receipts and expenditures take place, the keeping of the said books, unless the Board otherwise decides, to be the responsibility of the treasurer;
- d. cause to be prepared proper accounts relating to all moneys of the corporation and the income and expenditures thereof, for each annual general meeting, such preparation, unless the Board otherwise decides, to be the responsibility of the treasurer;
- e. on application of an Owner or Mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the meetings of the board available for inspection at all reasonable times, and further provide to any Owner or Mortgagee who makes specific request therefore copies of all minutes of all meetings of the Corporation and of the Board;
- f. on application of an Owner or Mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to Common Expenses assessments and with regard to fulfillment of all Owners' obligations in connection with the project and his Unit and copies of current financial statements and statements of Common Expenses of the Corporation;

- g. cause to be assessed to each Owner in proper proportion his contribution toward Common Expenses and reserve funds for future maintenance and other Common Expenses and enforce payment of same as more particularly hereinafter set forth;
- h. upon the written request of an Owner, purchaser of a Unit or Mortgagee provide the particulars and materials required to be provided under the Act (or any provisions passed in substitution therefore);
- i. at all times keep and maintain in force all liability insurance required hereunder and by the Act to be maintained by the Corporation;
- k. perform and exercise its duties, powers and functions in good faith and for the general benefit of the Condominium Property as a whole and all Owners and Mortgagees;
- l. unless and except as otherwise resolved by Special Resolution of the corporation, employ for and on behalf of the corporation an independent professional management agency, agent or manager (herein referred to as the "Manager") to supervise, manage, carry out and perform any or all of the duties of the Corporation as the Board may determine from time to time; and
- m. establish and maintain a fund called a "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 funds for the said purposes.

16. Powers of the Board

The Board may:

- a. meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven (7) days' notice of a meeting proposed, specifying the reason for calling the meeting;
- b. employ for and on behalf of the Corporation an independent reserve fund study professional from time to time to complete reserve fund studies and make recommendations in respect of establishment and maintenance of reserve funds;
- c. employ or authorize the Manager to employ for and on behalf of the corporation such other agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of the powers and duties of the Corporation;
- d. subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at

any time revoke such delegation;

e. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any documents or copies thereof required under the Act or hereunder; and

f. change the name of the corporation as and to the extent permitted by the Act.

PART 4 – MEETINGS

17. Procedure at Meetings

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

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

18. Convening of Meetings

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

19. Notice of Meetings

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

20. Business

All business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accountants and election of members to the Board, and all business whatsoever that is transacted at an extraordinary general meeting shall be deemed special.

21. Chairman of Meetings

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

22. Quorum Required

Except as otherwise provided in these bylaws, no business shall be transacted at any meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing no less than one-third (1/3) of the Residential Units constitute a quorum at any general meeting.

23. Adjournment for Lack of Quorum

If within one-half hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned for a period of one half hour at the same place and date and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting the persons entitled to vote who are present constitute a quorum.

24. Order of Business

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

25. Resolutions

At any meeting a resolution moved or proposed at the meeting shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present in person or by proxy, and unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried is conclusive proof of the fact without

proof of the number or proportion of votes recorded in favor of or against such resolution, but a demand for a poll may be withdrawn.

26. Method of Taking a Poll

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

27. Equality of Votes

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

28. Voting

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

29. Manner of Voting

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

30. Proxies

An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting, but a proxy need not be an Owner or Mortgagee.

31. Entitlement to Vote

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

- a. such restrictions (if any) as are set out in the Act;
- b. where an Owner's interest in a Unit is subject to a registered first mortgage notice of which mortgage has been given to the corporation, a power of voting conferred upon such Owner by the Act or by these Bylaws, is exercisable by the Fee Mortgagee first entitled in priority, and may not be exercised by the Owner, if the Fee Mortgagee is present personally or by Proxy.

32. Vote by Co-Owners

Co-owners may vote by proxy jointly appointed by them, and in the absence of such a

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

33. Successive Interests

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

34. Trustee Vote

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

35. Signed Resolutions

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

36. Observance of Bylaws and Severability

The Corporation, the board and all Owners and other occupants of Units shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time.

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

37. Amendment of Bylaws

The Bylaws or any of them may be added to, amended or repealed by Special Resolution of the corporation and not otherwise.

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

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

40. Bonding of Manager

If required at any general meeting a Manager other than the Developer can be required to be bonded for at least one year's projected expenditures; provided that bonding protection for a Manager of a condominium project is obtainable in the Province of Alberta at reasonable cost.

41. Estoppel Certificates

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

42. Mortgagees Represented on Board

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

43. Cash Reserves

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

44. Notice

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

- a. upon the Corporation if given as set out in the Act;
- b. upon an Owner by delivery by hand to the Owner (and if there is more than one Owner then to any one of such Owners) or by delivery to the Owner's Residential Unit if the Owner is then residing in such Unit or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Owner at the municipal address of his place of residence if notified to the Corporation or at the registered office of a corporate Owner (as the case may be);
- c. upon a Mortgagee of a Unit delivery by hand to the Mortgagee (or if a Corporation to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage-prepaid envelope addressed to the Mortgagee at the municipal address of such Mortgagee notified to the Corporation; provided, however, that any notice providing for or contemplating any meeting or any acts or steps that would if approved or taken involve or include the winding up of the corporation shall be given by prepaid registered mail address to the Mortgagee as aforesaid.

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

45. Damage and Destruction

- a. In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this by-law, substantial damage shall mean damage to the extent of 25% or more of the replacement value of those Units damaged together with the Common Property, immediately prior to the occurrence. Prior to making any determination under this by-law, the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage, the Board shall convene an extraordinary general meeting and give at least ten (10) days' notice by ordinary mail or all registered mortgagees;

Unless there has been substantial damage to all Residential Units, and the owners by special resolution resolve not to proceed with repair or restoration within 100 days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the

contractors engaged in such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Unit owners for such deficiency as part of the common expenses;

Where there has been substantial damage to all Residential Units, and the owners resolve by special resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the owners, make application to terminate the condominiums status of the parcel in accordance with the provisions of the Act, and each of the owners shall be deemed to have consented to such application. Upon termination of the condominium status:

- i. any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective owners in the parcel; and
 - ii. the proceeds of insurance shall be paid to the Insurance Trustee, the owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect;
- b. The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Residential Unit or a Parking Stall in or upon any part of the Common Property Units designated for the exclusive use of any Unit owner. No owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the owners arising from any defect or want of repair of the Common Property Units or any part thereof unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these by-laws, whichever is the greater;
- c. Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- d. An owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property Units or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.
- e. No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owners arising from any defect or want of repair of the Common Property Units or any part thereof unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater;

46. INSURANCE

- (a) The Corporation shall place and maintain at all times, to the extent obtainable, insurance on all the Residential Units comprised in the Parcel and all insurable property both real and personal of any nature whatsoever of the Corporation, sufficient to cover the full replacement value thereof without deduction for depreciation, and without restricting the generality of the foregoing such insurance shall provide and include coverage for fire, extended perils and other such perils as from time to time the Board shall deem advisable, and coverage for boilers or pressure vessels if they exist, which said insurance policies shall insure the interests of the Corporation and the Owners from time to time as their respective interests may appear, and which shall include mortgage endorsement clauses in respect of each Unit in order to provide for first loss to be paid to the mortgagee of such Unit, if any.
- (b) Each and every said policy of insurance shall, as available, and where applicable, provide:
 - (i) that the policy may not be canceled or substantially modified without at least sixty (60) days of prior written notice to all insured;
 - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements attached to each such policy;
 - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, its manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owners, except for arson and fraud;
 - (v) a waiver by the insurer of any defense based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this Article are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any insured;
 - (vi) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the status of the Condominium is terminated; and
 - (vii) a cross liability endorsement wherein the rights of any insured shall not be prejudiced with respect to another insured.
- (c) In addition to the insurance required by the Act to be maintained, the Corporation shall also obtain and maintain bodily injury, property damage and personal injury liability insurance indemnifying the Corporation, its officers, members, agents and employees while acting within the course and scope of their duties as such against liability to third parties or to the Owners and their invitees, licensee or tenants. Limits of liability under such insurance shall not be less than two million (\$2,000,000.00) dollars for any one accident or occurrence. The policy or policies

shall provide cross liability indemnity whereby the insurer shall indemnify each insured as if a separate policy had been issued to each, subject to the applicable limit of liability indemnity applying in any one accident or occurrence.

The limits of coverage of all policies of insurance obtained and maintained by the Corporation shall be reviewed at least annually by the Board and increased in its discretion.

- (d) Notwithstanding anything to the contrary, all proceeds of insurance on loss or claim shall be paid to an insurance trustee (if any is appointed in relation to the handling of insurance proceeds), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative and the insurance trustee (if any). Any expenses incurred by the Corporation in relation to such an insurance trustee shall be treated as Common Expenses.

In addition to the insurance required to be maintained by the Corporation, each Owner shall effect a policy of insurance in respect of any damage to the Owner's Unit in a sum equal to the amount, if any, by which the amount secured by any mortgage upon the Unit exceeds the amount to which the Unit is insured under any policy of insurance effected on the Unit provided that the liability of the insurer's issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner.

- (e) An Owner, upon demand by the Corporation, is liable to the Corporation for the amount of the deductible, that may be up to, but may not exceed \$50,000.00, for the Corporation's insurance claim for damages that originate in and from the Owner's Unit, or an exclusive possession area that is assigned to the owner. The Corporation may require the Owner to provide proof of Unit Owner coverage sufficient to insure the deductible noted above.

47. Indemnity of Board Members

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

48. Leasing of Units

- a. In the event that any owner desires to lease or rent his Residential Unit upon request of the Corporation, he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation (see bylaw 2.t.), signed by the proposed lessee or occupant, that the proposed lessee or occupant will comply with the provisions of

the Act and of the by-laws of the Corporation. The owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations;

b. The Corporation is authorized and directed to:

- i. impose and collect deposits under the Act;
- ii. give notices to give up possession of Residential Units under the Act; and iii. make applications to the Court under the Act.

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

PART 6 – OCCUPATION AND USE OF UNITS

49. Owner's Usage

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

- a. i. use his Unit for any purpose that may be illegal or injurious to the regulation of the Units comprising the condominium or the Parcel;
- ii. make undue noise in or about any Unit or Common Property; or
- iii. keep any pets or animals of any kind in any Unit or on the Common Property; except up to a maximum of two (2) small dogs (which weigh less than 10kg), or up to a maximum of two (2) cats. A Owner shall be permitted a reasonable number of birds, fish or small caged mammals or aquarium. Each Owner or Unit Lessee must ensure that in respect of each such pet:

(1) such pet is not allowed to be at large (i.e., not on a leash or being carried if it is a dog or cat) on the Common Property Units nor shall it be left outside tethered or otherwise unless attended by the owner or occupants of the unit. Birds, reptiles and amphibians should be properly caged;

(2) the Owner or Unit Lessee is responsible to and shall promptly pick up and properly dispose of any droppings from the pet;

(3) the pet does not bother any of the other occupants of the Condominium, whether by noise, aggressive behavior or otherwise;

(4) if the board determines (in its sole judgment) that the pet is a nuisance or hazard, or an undue annoyance to other occupants of the

Condominium, then the pet will be removed from and shall no longer be kept on or in the Condominium Unit or the Common Property; and

(5) Any municipal bylaws in effect with regard to pets at any time shall have the effect within the Common Property Units and municipal officers are hereby authorized and permitted to enforce bylaws on the common property.

iv. A dog in excess of 10 kg may be permitted at first instance when the Owner purchases from the Developer. Thereafter no pet over 10 kg shall be permitted in any Residential Unit or on the Common Property.

b. When the purpose for which a Unit is intended to be used is shown expressly or by necessary implication upon the Condominium Plan, the Owner or Unit Lessee thereof shall not use or permit the use of such Unit for any other purpose.

50. One Family Only

a. Each Residential Unit shall be occupied only as a one-family residence by the Owner or Unit Lessee of the Unit, his family and guests, and for the purposes of this Bylaw.

i. "One-family residence" means a Residential Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no more than two roomers or boarders are allowed:

ii. "Boarder" means a person to whom room and board is regularly supplied for consideration; and

iii. "Roomer" is a person to whom a room is regularly supplied for consideration

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

b. No Residential Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Residential Unit. Without limiting the generality of the foregoing no Residential Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person; provided, however that the foregoing shall not prevent the Developer from maintaining a Residential Unit or Units owned by it as models for display and sale purposes and otherwise maintaining construction offices, displays and signs until all Units have been sold by such Developer; nor shall it prevent any other Owner of a Unit from leasing, renting, selling, offering or showing his Unit for lease, rent or sale; nor shall it prevent an Owner or Unit Lessee from working from or in a Unit so long as such work does not entail attendance by the public at his Unit and is in compliance with all applicable laws.

No tenant shall be liable for the payment of contributions or assessments or common expenses under these by-laws unless notified by the Corporation that the owner from

whom he rents the Unit is in default or payment of contributions, in which case the tenant shall deduct from the rent payable to the owner such default contributions and shall pay the same to the Corporation. Any such payment by the tenant to the Corporation shall be deemed to be a rental payment made to the owner.

51. Age Restriction

- a. An Owner shall reside not permit his Residential Unit to be occupied by a person who has not attained his or her fifty-fifth (55th) birthday subject to the following exceptions:
 - (i) the said Residential Unit may be occupied by a person who has not attained his or her fortieth (40th) birthday if that person lives with his or her spouse who has attained his or her fifty-fifth (55th) birthday, or if that person has been predeceased by a spouse who has attained his or her fifty-fifth (55th) birthday, providing that the spouse must in each case have been, or be an occupancy of a Unit. For the purpose of the foregoing, spouse also means a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married.
 - (ii) a child, or person to whom the occupant acts as guardian who has attained their eighteenth birthday may be an occupant providing that one of their parents or guardian who has attained their eighteenth birthday may be an occupant providing that one of their parents or guardians who also occupies the unit is of at least fifty-five years of age.
 - (iii) any person shall not be considered to be an occupant if he or she resides or occupies a unit for fifteen (15) days or less in any one calendar year commencing January 1.
 - (iv) Upon receiving a written request from an Owner, the Board may in its discretion, allow an exemption to this By-law to accommodate an Owner's need based on disability or to accommodate an Owner when such Owner needs to care for a grandchild on an emergency basis in the Owner's Residential Unit..

52. Restrictions and Requirements

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

- a. Owners shall at all times keep and maintain the heating and air conditioning (if any) facilities in their Residential Units in good and substantial repair and in working order, without any exception for reasonable wear and tear, and will operate them at all times so as to ensure that temperatures within their Residential Units at no time fall below 10 degrees Celsius;
- b. Any and all alterations or improvements at any time developed, constructed or placed in or on Units shall meet the requirements of the municipal and provincial building codes and bylaws applicable to the parcel and the Unit at the time of

registration of the Condominium Plan, only said municipal and/or provincial building codes and bylaws change after the registration of the Condominium Plan then any such alterations or improvements shall meet the requirements of the then current municipal and/or provincial building codes and/or bylaws.

- c. No alterations or improvements shall be done or made that adversely affect the structure or integrity of the Residential Unit, the plumbing, heating, air conditioning, electrical or other facilities shared in common with other Units or Common Property Units (or both) or the soundproofing or insulation of the Unit boundary walls, floors or ceilings;
- d. Owners are responsible for, shall repair and make good and shall indemnify the Corporation and other Owners (including the Developer as Unit Owners) from and against, any and all damage to the Common Property Units howsoever caused, by any person doing construction or maintenance work on or in respect of the Owner's Unit. The Corporation shall not be responsible to repair or restore any such damage to Common Property Units except such as may be caused by the Corporation itself, or its servants or agents;
- e. Owners shall not make any changes to the finish or appearance of the exterior of the Residential Units without the prior written consent of the Board; and
- f. Owners shall not build any balcony or patio enclosures or install hot tubs outside their Residential Units, except as permitted in writing by Ordinary Resolution of the Corporation and as permitted by law.

The limitations in this Bylaw shall not and do not apply to the Developer, whose freedom to develop or build shall be unfettered.

53. Fire Hazard

No Owner shall do or permit anything to be done in the Parcel or in any Unit 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 Residential Units, 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 Residential Units or any part thereof or conflict with any of the rules and ordinances of the municipal Board of Health or with any statute or municipal Bylaw. Further, and without limitation, all cooking and barbecue equipment and facilities on or in a Unit, shall remain attended at all times when in operation and managed and operated in a manner that ensures no fire or smoke hazard or annoyance or nuisance other Units or occupants thereof.

54. Plumbing

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

55. Combustible Materials

No stores of gasoline or other combustible or inflammable goods or materials and no

hazardous or offensive goods, provisions or materials shall be kept on or in any Unit.

56. Signs

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

57. Water

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

58. Garbage

All garbage shall be securely and tightly wrapped in leak-proof containers, and sealed, so as not to break or spill in any garbage containers on the grounds of any Bareland Unit, and shall be placed or deposited as directed by the Board. No cigarettes, cigars, or other burning or lit products or materials shall be placed in any garbage container, and no flammable, explosive, toxic or hazardous substances shall be placed into garbage containers.

59. Laundry

No laundry shall be hung other than inside a Residential Unit.

60. Noise

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

61. Health

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

62. Debris

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

63. Parking Areas, Moving, and Damage

No chattels or other things shall be placed in or on any outside areas, parking lots or common roadways except by, or as approved by, the Corporation. Moving of furniture and appliances shall be done only at times and in accordance with rules and regulations therefore established by the Board from time to time. Owners of Units or whose tenants or invitees or agents cause any damage to Common Property Units during any move shall reimburse the corporation for the cost of repair of such damage and such costs shall be a charge upon the Owner's Unit in the same manner as unpaid condominium fees.

64. Privacy

No Owner shall trespass, or permit any occupant of his Unit to trespass, in or on another Unit except as approved by the Unit owner,

65. Private Vehicles

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

66. Motor Vehicles

- a. No motor vehicles shall be driven on any part of the parcel other than on a driveway or parking space;
- b. No uninsured or dilapidated motor vehicle, recreation vehicle, tent or boat trailer, or other trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked upon the Common Property Units except upon designated Parking Stalls assigned to each Owner for any period exceeding forty eight (48) hours;
- c. No repairs or adjustments to motor vehicles or automobiles may be carried out upon any Bareland Unit except within the garage located upon such Bareland Unit;
- d. An owner, assignee or lessee of a Parking Stall shall not permit any person, including an individual firm or corporation, to own, use or occupy that Parking Stall unless the person is the lawful occupant of a Unit, or unless the person in using or occupying the parking stall is a visitor or renter with the consent of the Board of Owners of the Condominium Corporation. In any event, an owner, assignee or lessee of a Parking Stall shall not rent his Parking Stall to anyone other than a second Owner of a Unit, or to the Condominium Corporation to be used for resident or visitor parking. An owner, assignee or lessee of a Parking Stall shall use the Parking Stall only as a parking area for one standard passenger motor vehicle unless otherwise approved in writing by the Board of

Owners. An owner, assignee or lessee of a Parking Stall shall not erect any structures, improvements or fixtures upon the Parking Stall, or alter or add to the Parking Stall without the consent of the Board of Owners. The owner, assignee or lessee of a Parking Stall shall not park in a Parking Stall any motor vehicle which leaks excessive amounts of oil or grease or leaks any gasoline, or which is in any other way offensive or hazardous. An owner, assignee or lessee of a Parking Stall shall not allow his Parking Stall to become untidy or unsightly and shall be responsible to the Condominium Corporation for maintaining his Parking Stall to a standard considered reasonable by the Board of Owners. The Condominium Corporation shall have the right of entry and access to any Parking Stall as may be necessary to permit repairs or maintenance thereof and to give access to the utility and service areas adjacent thereto.

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

PART 7 – PROVISIONS GOVERNING THE USE OF THE COMMON

PROPERTY 67. Landscaping and Other Common Property

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

68. Exclusive Use

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

69. Sidewalks and Walkways

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

70. Combustible Materials on Common Property

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

71. Structures on Common Property

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

72. Antennas

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

73. Signs

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

74. Personal Property

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

75. Sales

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

76. Recreation Use

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

77. Moving

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

PART 8 – PROVISIONS RELATING TO COMMON EXPENSES

78. Common Expenses

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

- a. all levies or charges on account of electricity, water, sewer, and communications services supplied to the Corporation including any service supplied to the Corporation for the use by each Owner exclusively, if any;
- 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 Units, including the improvements upon any Common Property Unit which the Condominium Corporation has agreed to be responsible for in these Bylaws to maintain and/or replace;
- e. all costs of and charges for maintenance and repair of Common Property Units for which the Corporation is responsible;
- f. all costs of and charges for insurance maintained by the Corporation;
- g. all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal and accounting fees and disbursements;
- h. the amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, taxes, financing charges, Common Expense Unit charges, and all utilities charges for or in respect of any Unit owned by the Corporation itself;
- i. reserves and reserve funds for future maintenance and expenses;
- j. the costs and expenses of providing, maintaining and repairing landscaping, gardening, grounds, utilities, other common areas and other services, and providing snow and ice removal service on the Parcel;
- k. if the Board shall so determine the costs and expenses of providing heating, air conditioning, electrical, mechanical, or similar facility repair or maintenance or

similar services inside Units to Owners in respect of their Units as a Common Expense expenditure; and

- I. the real property taxes and other municipal and government levies or assessments against land, including improvements, comprising all or any part of the Units, and the Common Property Units comprising the Project shall be assessed and imposed in accordance with the provisions of the Act, but during such time as the assessing authority does not assess each Unit and the Common Property Units appurtenant thereto pursuant to the Act, such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the owners according to their respective Residential Unit Factors.

79. Unit Factors and Condo Contributions

Subject to the development rights herein, the monthly condominium contributions for each Residential Unit are as follows:

- a. The Unit Factors for the Residential Condominium Units are calculated without regard to the square footage of each model or style. The Unit Factors assigned for the Common Property Units shall have nominal Unit Factors of 1 – 3. The Unit Factors for the Residential Units shall be as follows:

<u>Model Square Footage</u>	<u>Unit Factor</u>
Newport 1261	250
Westport 1170	250
Bridgeport 1122	250
Tremont 1086 223 Stanton 1037 223	
Each of the Newport, Westport, and Bridgeport Models shall include a double attached garage as well as a basement and each of the Tremont and Stanton Models shall include a single attached garage without a basement.	

- b. The Owners of each Residential Unit must pay monthly assessments imposed by the Condominium Corporation to meet expenses such as maintenance fees, insurance premiums, reserve fund allocations and similar expenses. The monthly contributions do not include electrical utilities, gas utilities, sewer utility service, property tax, cablevision, telephone charges, or any specific levy imposed by the municipality.

Water charges rendered by any supplier to the Condominium Corporation for individual consumption shall be chargeable according to paragraph 78 (a) above.

80. Pre Levy Condominium Expenses

The Developer shall be responsible for all expenses and liabilities relating to the common property, and common facilities, if any, until the date that condominium fees are first levied upon the owner of the Units.

81. Assessment for Common Expenses

- a. The Board shall determine, and change, the fiscal year of the Corporation. If no fiscal year is specifically determined the Corporation's fiscal year shall be the calendar year. At least 30 days prior to the beginning of each fiscal year, the Board or, at its request, the Manager, shall estimate the amount of the Common Expenses that will be incurred or required in such fiscal year (including a reasonable allowance for future reserves, contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year) which estimate of Common Expenses is herein called "Estimated Common Expenses". Each year's Estimated Common Expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit factors as shown on the Condominium Plan. The Corporation shall be liable for the amount of any assessment against completed Units owned by the Corporation. In addition thereto, the Board may levy and assess the Owners in like proportion for costs and charges from Common Expenses, estimated or incurred, from the date of registration of the

Condominium Plan to the end of the calendar year in which registration occurred or for such other period, not extending beyond the first anniversary of the date of registration of the Plan, as the Board may determine. If the amounts so estimated prove inadequate for any reason, including non-payment of an Owner's assessment, the board may at any time, and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided. Each Owner shall be obligated to pay any and all assessments levied pursuant to this provision to the Board or the manager to the account of the Corporation, as directed by notice, in equal monthly installments on or before the first day of each month during the calendar year for which such assessment is made or in such other reasonable manner as the Board or the Manager with the consent of the board (as the case may be) shall designate, and further pay interest on all assessments or payments in arrears at the rate of twelve (12%) per cent per annum or such other rate of interest as may be approved by Ordinary Resolution calculated from the due date until payment.

- b. The omission by the Board before the expiration of any year, to fix the assessments for that or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release of the Owner or Owners from their obligations to pay the assessments, or any installments for that or any subsequent year, but the monthly installments fixed for the preceding year shall continue until new installments are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of use or enjoyment of any of the Common Property Units or by vacating or abandoning his Unit.
- c. The Treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the common Expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by an Owner at convenient business hours on weekdays.

- d. The Board shall notify Owners of condominium fees payable in respect of their Unit.

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

- a. The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, installment or payment (including interest on arrears) due to the Corporation in respect of his Unit, which lien shall be a first paramount lien against such estate or interest and subject to the rights of any municipal or local authority in respect of unpaid realty taxes, assessment or levies of any kind against the Unit title or interest of such Owner but subject also to the provisions of the Act and *The Land Title Act* of Alberta. The Corporation shall have the right to file an interest 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 lien shall not be registered until after the expiration of 30 days following the due date for the first payment of arrears. The corporation shall be entitled to be paid by the defaulting Owner the costs incurred in preparing and registering the lien in enforcing or seeking to enforce the Corporation's lien and in discharging the lien, all on a solicitor-and-his-own-client full-indemnity basis, and shall not be obliged to discharge any lien until all arrears of the Owner (including interest and all such costs) are fully paid. Unpaid assessments (liens) shall have priority over any mortgage where proven by law.
- b. Any other Owner or person, firm or corporation whatsoever may pay any unpaid assessment, installment 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 interest hereinbefore mentioned and shall be entitled to file a lien in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision.
- c. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, installment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and such subsequent Owners as the Act may provide and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing, or waiving the lien, charge or security securing the same.

83. Mortgage Protection

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

PART 9 – DEVELOPER

84. Development Rights

- a. The Developer will maintain the Units until construction of a Residential Unit has been completed. Notwithstanding these Bylaws, no contributions shall be payable for the undeveloped Units and condominium fees for unsold Residential Units shall be based upon 50% of levied condominium fees until such time as a Residential Unit is occupied or sold for the first time. These condominium fees represent a reasonable pre-estimate for use of utilities, use of the Common Property, if applicable, and general inconvenience during construction as scheduled.
- b. During such time as the Developer, its successors or assigns is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display homes and to carry on all sales and leasing functions it considers necessary from such Units, the Common Property Units until all of the Developer's Units have been sold.
- c. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and the right of access to the Common Property Units in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.
- d. The Developer, its tenants, contractors, sub-contractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress and egress to, and to pass and repass on:
 - (i) Upon any of the Residential Units for purposes of completing any construction, repairs, or maintenance of the Residential Unit for which the Developer is responsible; or
 - (ii) Upon the Common Property Units of the Corporation either on foot or by means of vehicles or necessary machines whatsoever and to remain on the property for all purposes for construction of the buildings and improvements intended to be created in the Project, including provision of utility services to the undeveloped Units.
- e. The Developer shall not be bound by these bylaws where they conflict with these Development Rights.

85. Developer's Use of Property

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

PART 10 – MISCELLANEOUS

86. Arbitration and Mediation

Any dispute respecting any matter arising under the Act or these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the provisions of Section 69 of the Condominium Property Act. If Mediation is unsuccessful the matter shall proceed to Arbitration. The parties agree to one Arbiter (agreed by the parties or appointed by the Court) who shall have final and binding authority. All procedures and rules relating to the Arbitration shall be governed by The Arbitration Act. The parties agree that the ability of an Arbiter to make a final and binding decision shall not be affected by the Arbiter, either before, during or after the arbitration, having attended to mediate the dispute.

87. Debt Retirement on Termination

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall be first paid out of the assets and the balance of the assets, if any, shall be distributed to the owners in proportion to their Unit Factors subject to the interests of any mortgagees.

88. Declaration of Purpose

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

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