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**BYLAWS OF
CONDOMINIUM PLAN NO. 052 4360
CONA COURT CONDOMINIUMS**

1. DEFINITIONS AND APPLICATIONS:

- A. These Bylaws have been enacted by The Owners: Condominium Plan No. 052 4360, to replace all Statutory Bylaws. The following definitions shall apply to all parts of these Bylaws:
- (a) "Act" shall mean Condominium Property Act, being Chapter C-22, of the Revised Statutes of Alberta, 2000, as amended, and any Statute or Statutes, to which may be passed in substitution for, or replacement of such Act;
 - (b) "Board" means the Board of Managers, elected pursuant to these Bylaws, and as provided for in Section 28, of the Act, or any section passed in substitution thereof. Board Members may be referred to as Directors;
 - (c) "Bylaws" mean the Bylaws of the Corporation, as amended from time to time;
 - (d) "Capital Replacement Reserve Fund" means the fund created for the purposes as outline in Bylaw 14(j);
 - (e) "Common Expense" means all expenses for the performance of the objects, and duties of the Corporation, and all other expenses specified as Common Expenses, in these Bylaws. Common Expense may also be described as an assessment, or Condominium Fee;
 - (f) "Common Property" means so much of the Parcel as is not comprised in any Unit shown on the Condominium Plan;

- (g) "Condominium Plan" means the plan registered on August 19, 2005, and sold by 507357 Alberta Ltd. (as Developer) under the Act, and referred to as Condominium Plan No. 052 4360.
- (h) "Corporation" means the Corporation constituted under the Act, by the registration of the Condominium Plan;
- (i) "Parking Space" means the specific parking/storage facilities that are assigned to the Owners of the individual Units and whose use is governed by the terms of the specific License of Use of Parking Stall annexed hereto as Appendix "A";
- (j) "Insurance Trustee" means any company or person authorized to act as an Insurance Trustee, under the laws of the Province of Alberta, and who may be appointed from time to time, on Ordinary Resolution of the Corporation. If no Insurance Trustee is appointed then, the Insurance Trustee shall be the Corporation;
- (k) "Manager" means a person, firm or Corporation, appointed as Manager, pursuant to Bylaw 15 (f) hereof;
- (l) "Maintenance Area" means those areas, being part of the Common Property, which includes any storage area, the area and location of which shall be determined by the Board from time to time, and which areas the Board deems suitable for private use in conjunction with a Unit;
- (m) "Mortgagee" means the holder of a mortgage, registered against the title to one or more Units in the Condominium Plan;
- (n) "Ordinary Resolution" means a resolution:
 - i. Passed at a properly convened meeting of the Corporation, by a simple majority of all the persons present entitled to exercise the powers of voting conferred by the Act, or by the Bylaws; or
 - ii. Signed by not less than Fifty-One (51%) Percent of all the persons who at a properly convened meeting of the Corporation, would be entitled to exercise the

powers of voting conferred by the Act, or the Bylaws, and representing not less than Fifty-One (51%) Percent of the total Unit Factors for all of the Units;

- (o) "Owner" means the Owner of a Unit in the Condominium Plan;
- (p) "Parcel" means the land compressed in the Condominium Plan;
- (q) "Special Resolution" means a resolution:
 - i. Passed at a properly convened meeting of the Corporation, by a majority of not less than Seventy-Five (75%) Percent of all the persons entitled to exercise the powers of voting conferred by the Act, or by the Bylaws, and representing not less than Seventy-Five (75%) Percent of the total Unit Factors for all the Units, or
 - ii. Signed by not less than Seventy-Five (75%) Percent of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act, or the Bylaws and representing not less than Seventy-Five (75%) Percent of the total Unit Factors for all the Unit;
- (r) "Unanimous Resolution" means a resolution:
 - i. Passed unanimously at a properly convened meeting of the Corporation, by all the persons entitled to exercise the powers of voting conferred by the Act, or the Bylaws, and representing the total Unit Factors for all the Units; or
 - ii. Signed by all persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act, or the Bylaws;
- (s) "Unit" means an area designated as a Unit by the Condominium Plan;
- (t) "Unit Factor" means the Unit Factor for each Unit as more particularly described in the Condominium Plan.

- B. Words and expressions which have a special meaning assigned to them in the Act, have the same meaning in these Bylaws, and other expressions used in these Bylaws, and not defined in the Act, or in these Bylaws, have the same meaning as may be assigned to them in the Land Titles Act, of Alberta as amended from time to time, or in any Statute or Statues passed in substitution therefore, or replacement thereof, unless the context otherwise requires.

- C. These Bylaws are to be read with all changes of number and gender, as required by the context and the work "Owner" or "Owners" shall be read "Tenant" or "Tenants", "Resident" or "Residents" or "Occupier" or "Occupiers" as the context may require.

- D. The headings in the body of these Bylaws, form no part of these Bylaws, but shall be deemed to be inserted for the convenience of reference only. In the event of any conflict between these Bylaws, and the Act, the Act shall prevail.

- E. For the purposes of the Act, and these Bylaws, Developer means 507357 Alberta Ltd., it's successors, assigns, and designees.

2. THE OWNERS:

A. Duties of Owners

An Owner shall:

- (a) permit the Corporation and its Agents, at all reasonable times on notice, (except in case of emergency, when no notice is required), to enter in, or on his Unit, for the purpose of inspecting the Unit, and maintaining, repairing or renewing pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit, and capable of being used in connection with the enjoyment of any other Unit, or Common Property, or for the purposes of ensuring that the Bylaws are being observed;
- (b) forthwith carry out all work that may be ordered by any municipal 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;
- (c) repair and maintain his Unit, and keep it in a state of good repair;
- (d) not paint any of the exterior of the Units, or the Common Property, or alter the appearance thereof or do, or permit to be done anything which would alter the appearance of any Unit, or the Common Property, without the prior written permission of the Board;
- (e) use and enjoy the Common Property, in such a manner so as to not unreasonably 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 for any purpose which may be illegal, or injurious, 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, in writing, upon any change of Ownership, or of any mortgage, or other dealing in connection with his Unit;
- (h) comply with and cause all his Tenants, family, visitors and other occupants of his Unit to comply with the Bylaws, the Act and regulations in force;

- (i) pay to the Corporation when due, all Common Expenses levied, or assessed against his Unit, together with interest on any arrears thereof, at the rate of Eighteen (18%) Percent per annum, compounded annually, or at the rate of interest as may be approved from time to time by Special Resolution, calculated from the due date until payment;
 - (j) pay to the Corporation, all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit and such legal expense shall be paid on solicitor and his own client indemnification basis;
 - (k) observe all Bylaws pertaining to the use of the Common Property and comply strictly with the Bylaws;
 - (l) allow the Corporation entry to his Unit, in the event of an emergency, for the purposes of protecting the property of the other Owners or Occupiers and the property of the Corporation and in the event his Unit is so entered, the Owner shall save harmless and indemnify the Corporation, its agents and employees from any claims arising from such entry.
- B. Should any Owner have any suggestions, questions, or complaints, they shall be in writing and addressed to the Corporation, in an envelope marked to the attention of the Board of Managers. The Board shall not be required to act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation.

3. BOARD MEMBERS – (ELECTION/QUALIFICATIONS):

- 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 the Owners, the Board shall only consist of a representative or representatives of the Developer. Thereafter, the Board shall consist of not less than three nor more than seven persons and shall be elected at each Annual General Meeting, except for vacancies (although members may also be elected at an Extra-Ordinary General Meeting) but where there are not Mortgagees and not more than three Owners, the Board shall consist of all Owners or such person or persons in such

number as the Owners of all Units may designate. If a Unit has more than one Owner, only one such Owner may sit on the Board at one time. Further and notwithstanding, the generality of the foregoing, until the Developer has sold and transferred ownership in all of the Units, the majority of the Board shall consist of a representative or representatives of the Developer;

- B. Ownership of a Unit is not necessary for election to and membership on the Board and any person who has attained the age of majority shall be eligible for nomination and election to the Board provided that any Owner who is indebted to the Corporation for an assessment or assessments, which are more than Thirty (30) days overdue, shall not be eligible for election or membership on the Board;
- C. At any election of the Board, each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board;
- D. No more than two registered Mortgagees, or representatives of them, may be members of the Board at any one time;
- E. All Board members shall, with the exception of the representatives of the Developer, as a condition of nomination to the Board, make full disclosure of any direct or indirect relationships to the Condominium Corporation such as a private company, public company, partnership or proprietorship employed by the Condominium Corporation, or any pecuniary interest not mentioned.

4. DISQUALIFICATION / REMOVAL FROM THE BOARD:

- A. Except where the Board consists of less than three Owners, the Corporation may by Resolution at a properly convened meeting, remove any Member of the Board before the expiration of his term of office and appoint another person in his place to hold office until the next Annual General Meeting:

- B. The office of a Member of the Board shall, ipso facto, be vacated if he:
- a. becomes bankrupt under the Bankruptcy Act (Canada), or any Act, passed in substitution therefore;
 - b. is more than Thirty (30) days in arrears in payment of any contribution required to be made by him as an Owner, pursuant to these Bylaws;
 - c. becomes of unsound mind or mentally incompetent, or is the subject of a Certificate of Incapacity, issued under the Dependent Adults Act or any Act passed in substitution therefore;
 - d. resigns his office by writing, under his hand, sent to or left at the registered address of the Corporation, or delivered to an office of the Corporation;
 - e. is convicted of an indictable offence;
 - f. is absent from three consecutive meetings of the Board, without permission of the Board, and it is resolved at the subsequent meeting of the Board, that his office be vacated; or
 - g. dies.

5. VACANCY OF THE BOARD:

- A. Where a vacancy occurs on the board pursuant to Bylaw 4(b), the Board may appoint a person to fill that vacancy for the remainder of the former member's term, provided such person qualifies for membership, pursuant to Bylaw 3(b).

6. BOARD QUORUM AND VOTING:

- A. A quorum at a meeting of the Board shall be a simple majority of the Members of the Board. Any Member of the Board, may waive notice of a meeting before, during or after

the meeting and such waiver shall be deemed the equivalent of due notice of the meeting;

- B. At meetings of the Board, all matters shall be determined by majority vote and in the event of a tie vote, the Chairman is entitled to a casting vote in addition to his original vote.

7. CHAIRMAN OF THE BOARD:

- A. The President and in his absence, the Vice-President, shall act as Chairman of the Board meeting. Should both the President and Vice-President be absent, then at the commencement of the meeting, the Board shall elect a Chairman for the meeting. If any Chairman vacates the Chair during the course of the meeting, the Board shall elect in his stead another Chairman who shall have the same rights of voting.

8. DUTIES OF THE CORPORATION:

The Corporation shall:

- A. Control, manage and administer the Common Property for the benefit of all the Owners and for the benefit of the entire Condominium Corporation;
- B. Do all things required of it by the Act, these Bylaws, and any other Resolutions of the Corporation enforced from time to time;
- C. Where practical, establish and maintain suitable lawns and gardens on the Common Property. The Corporation shall not be responsible for the establishment or maintenance of lawn areas within an Owner's Maintenance Area;
- D. Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, sewers, and other facilities for the furnishing of utilities 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, therefore made by a Unit 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 photocopy or certified copy of all insurance appraisals obtained by the Corporation and all fire and other peril and all liability insurance policies and endorsements maintained by the Corporation as well as all renewal certificates or certified copies of replacing policies or a photocopy of the same;
- F. Subject to Section 29 of the Act, call a General Meeting of the Owners and those Mortgagees who have notified the Corporation of their interest once in each calendar year and in all cases allow no more than Fifteen (15) months to elapse from one Annual Meeting to the next;
- G. Control, manage, administer, maintain, and repair all chattels and other property whatsoever owned or leased by the Corporation;
- H. Provide for regular collection of garbage and, if necessary, provide adequate garbage receptacles on the Common Property for use by all of the Owners and provide for regular collection there from;
- I. Subject to any obligations imposed by the Bylaws or by the Corporation, upon any Owners to maintain any part of the Common Property, over which such Owners are granted exclusive rights of use by the Corporation (including without limitation, maintenance areas), maintain the Common Property, notwithstanding that maintenance may be required as a result of reasonable wear and tear or otherwise; provide and maintain the existing parking facilities for all the Owners and provide and maintain reasonable outside lighting;
- J. Maintain and keep in a state of good repair, as may be required as a result of reasonable wear and tear, or otherwise the following:

- a. all outside surfaces of the Units, including without limiting the generality of the foregoing, exterior walls, exterior of the roof and all roofing materials, eaves troughs and exterior drains, exterior beams, exterior doors, exterior windows and all exterior trim;
 - b. all fencing, posts, driveways, roadways, curbs, sidewalks, parking areas, and other common facilities;
 - c. all other outside hardware, and accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units;
 - d. all utility services within, on, under or through the Common Property;
- K. Provide and maintain in full force all such insurance as is required by the Act and by the provisions of these Bylaws to be maintained by the Corporation;
- L. Indemnify every Board Member, employee or officer and his or her heirs, executors and administrators, against all loss, costs and expense including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Board Member, employee or officer of the Corporation except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expense incurred or suffered by the Corporation, by reason or arising out of or in connection with the foregoing, indemnification provisions shall be treated and handled by the Corporation as Common Expense.

9. POWERS OF THE CORPORATION:

The Corporation may:

- A. Purchase, hire or otherwise acquire or dispose of or deal with personal and real property for use by Owners in connection with their enjoyment of Common Property, of their Units

or any of them, provided that real property shall only be acquired or disposed of on approval by a 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 (\$10,000.00) Dollars on any occasion or incur aggregate indebtedness at any time exceeding Twenty-Five Thousand (\$25,000.00) Dollars without such borrowing or incurring of debt being approved by Ordinary Resolution of the persons entitled to vote at meetings of the Corporation;
- C. Secure the payment of monies borrowed by it and the payment of interest thereon by negotiable instrument or mortgage of unpaid contributions (whether levied or not) or mortgage of any property vested in it or by combination of those means;
- D. Invest as it may determine any monies in the funds for administrative expenses to the extent permitted by law for trustees under the Trustee Act or any Act passed in substitution therefore;
- E. Make an agreement with any Owner or Occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupier thereof and may grant a lease to an Owner under Section 50 of the Act (or any provision passed in substitution therefore);
- F. Grant to an Owner the right to exclusive use and enjoyment of Common Property or special privileges in respect thereof, but, any such grant shall be determinable on reasonable notice unless the Corporation by Unanimous Resolution otherwise resolves;
- G. Do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and any part of a Unit with which it may be connected, including without restriction the following:
 - a. commencement and prosecution of proceedings under Section 25 of the Act (or any provision passed in substitution therefore) to collect a penalty of up to \$10,000.00 as contemplated under the Act;

- b. impose, collect and deal with deposits for the rental of a Unit under Section 53 of the Act (or any provision passed in substitution therefore), provided that the deposit for the rental of a Unit shall not exceed the maximum allowable under the Act. At the time of passing these Bylaws the maximum deposit allowable under the Act is one (1) month's rent for the Unit;
 - c. give notice to give up possession of a Unit pursuant to Section 54 of the Act (or any provision passed in substitution therefore) and make application to the Court under Section 55 and 56 of the Act (or any provision passed in substitution for the said Sections) provided that such notices and such applications shall be in accordance with the provisions of the Act;
- H. Pay an annual honorarium, salary or stipend to a member of the Member of the Board, as may be determined from time to time by Ordinary Resolution of the Corporation;
- I. In the event of fire, gas, water leakage or other emergency situation, force entry into any Unit for the purpose of dealing with such emergency and for the purpose of protecting the property of other Owners, Occupiers and the Corporation as the case may be. The Owner or Occupier of the Unit so entered shall save harmless the Corporation, its agents and employees for any claim or damage arising from such forced entry;
- J. Impose and exact the fees and charges referred to in Bylaw 15(d)
- K. Exercise all of the rights, powers and duties conferred on the Corporation by the Act as amended from time to time and the Bylaws of the Corporation.

10. OFFICERS:

- A. Within Fourteen (14) days after the meeting of the Corporation at which the Board was elected, the Board shall elect from its members a President, Secretary and Treasurer of the Corporation. The person who is elected President shall not be elected as Secretary and Treasurer.

11. DUTIES OF THE OFFICERS:

The following duties are assigned to the Officers; however, the Board may make other allocations;

- A. The President, or in the event of his/her absence or disability, the Vice President:
 - a. is responsible for the daily execution of the business of the Corporation;
 - b. shall act as Chairman of the meeting of the Board.

- B. The Secretary, or in the event of his/her absence or disability, another Member of the Board designated by the Board;
 - a. shall record and maintain all the Minutes of the Board and all meetings of the Corporation and shall record votes for and against on all decisions;
 - b. is responsible for all the correspondence of the Corporation;
 - c. shall carry out his/her duties under the direction of the President and the Board.

- C. The Treasurer, or in the event of his/her absence or disability, another Member of the Board designated by the Board:
 - a. shall receive all monies paid to the Corporation and deposit it as the Board may direct;
 - b. properly account for the funds of the Corporation and keep such books as the Board may direct;
 - c. present to the Board when required to do so by the Board a full detailed account of receipts and disbursements of the Corporation;

- d. Prepare for submission at the Annual General Meeting a budget for the forthcoming fiscal year of the Corporation, and if required by Ordinary Resolution of the members of the Corporation, an audited statement for the most recently completed fiscal year of the Corporation.

- D. The Secretary and Treasurer may, on resolution of the Board, allow the Manager to carry out their duties provided that the Secretary and Treasurer, as the case may be, supervises those duties of the Manager.

12. SEAL OF THE CORPORATION:

- A. The Corporation shall have a seal which shall be used as authorization by Resolution of the Board and in the event no such Resolution has been passed, then the seal shall be used in the presence of at least two (2) members of the Board who shall sign the instrument to which the seal is affixed.

13. SIGNING AUTHORITIES:

- A. The Board shall determine, by Resolution from time to time, which 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.

14. 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 the Corporation and the matters in respect of which such receipts and expenditures take place, the keeping of said books, unless the Board otherwise decides, to be the responsibility of the Treasurer;
- D. Cause to be prepared proper accounts relating to all funds 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 Board available for inspection at all reasonable times, and further provide to any Mortgagee who makes specific request thereof, copies of all Minutes of all meeting 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 any Unit with regard to Common Expense assessments and with regard to fulfillment of all the Owners' obligations in connection with the Corporation and/or his/her Unit;
- G. Cause to be assessed to each Owner in property proportion his/her contribution towards Common Expenses and enforce payment of same, as more particularly set out in these Bylaws. Notwithstanding the generality of the foregoing, assessments or condominium fees levied will begin on the possession date. All such assessments and levies shall commence on possession or on the first day of the month following the election of the Board of Directors at the founding meeting of the Condominium Corporation;
 - a. As part of a Developer's Exemption, no assessments or condominium fees will be levied until Ninety (90) days after the closing of the sale of the first Unit.
- H. Upon written request of an Owner, Purchaser or Mortgagee of a Unit, provide the particulars and material pursuant to Section 39(6) and/or 44 and/or 46 of the Act (or any provisions passed in substitution for the said Sections);

- I. At all times keep and maintain in force all insurance required hereunder and by the Act, to be maintained by the Corporation and from time to time settle and enter into insurance trust agreements as required by the Corporation;
- J. Create and maintain by Common Expense levy a Capital Replacement Reserve Fund for the purpose of repair, replacement and refurbishment of the Common Property and any real or personal property owned by the Corporation with the Board applying such funds and the proceeds thereof from time to time for such purposes. The amount of the levy made in each year for the Capital Replacement Reserve Fund shall be no less than Ten (10%) Percent of the account of the Common Expense budget of the Corporation in each such year. Notwithstanding the generality of the foregoing, the calculations of and contributions to the Capital Replacement Reserve shall commence Ninety (90) days after the closing of the sale of the first Unit.

15. THE POWERS OF THE BOARD:

The Board may

- A. Meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven (7) days notice of a meeting proposed by him specifying the reason for calling the meeting;
- B. Employ or authorize the Manager, if any, 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;
- C. 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;

- D. Set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required under the Act or pursuant to these Bylaws;
- E. Do all things reasonably necessary for the enforcement of the Bylaws and the control, management and administration of the Common Property and any part of a Unit with which it may be connected, including without limitation the following:
 - a. commencement and prosecution of proceedings under Section 36 of the Act (or any provisions passed in substitution therefore) to collect a penalty of up to \$10,000.00 as contemplated under the Act;
 - b. impose, collect and deal with deposits for the rental of a Unit under Section 53 of the Act (or any provision passed in substitution therefore) provided that the deposit shall not exceed the maximum allowable under the Act. At the time of the passing of these Bylaws, the maximum deposit allowable under the Act was one (1) month's rent for the Unit;
 - c. give notice to give up possession of a Unit pursuant to Section 54 of the Act (or any provision passed in substitution therefore) and make applications to the Court under Sections 55 and 56 of the Act (or any provision passed in substitution for the said Sections) provided that such notices and such applications shall be in accordance with the provision of the Act;
- F. Employ for and on behalf of the Corporation an independent professional management agency, agent or Manager (hereinafter referred to as the "Manager") to supervise, manage, carry out and perform any and all of the duties of the Corporation set out in Bylaw 8 –A, C, D, E, G, H, I, J, and K hereof and such other duties as the Board may determine from time to time, subject always to the control and direction of the Corporation and the Board. Such Manager to be reasonably fit and suited to perform such duties. Without limiting the generality of Bylaw 17 hereafter, if any group of persons entitled to vote representing Twenty-Five (25%) Percent of the total Unit Factors of the Units shall at any time be dissatisfied with the fitness or suitability of such Manager employed as aforesaid or the adequacy of the work or service performed by him, such group of persons may be requisition addressed to the Corporation required

the calling an Extra-Ordinary General Meeting; and upon such a requisition being made as aforesaid or the adequacy of the work or service performed by him, such group of persons may be requisition addressed to the Corporation require the calling of an Extra-Ordinary General Meeting and upon such a requisition being made as aforesaid, the Board shall forthwith call an Extra-Ordinary General Meeting of the Corporation to consider the complaint or complaints by such group of persons and the continuance or termination of the employment of such Manager and /or the employment of a replacement, shall be considered and determined by Ordinary Resolution at such meeting and the Board shall govern itself according to such Resolution. The Manager employed by the Board as aforesaid need not devote his full time to the performance of the duties of the Corporation so long as those duties are performed in good sufficient fashion and may (without limiting the generality of the foregoing) act as rental or leasing agent for Unit Owners to the extent that so doing will not interfere with or unreasonably impede the performance of his duties for the Corporation;

- G. From time to time pass Resolutions to regulate, manage, administer and control the use of the Common Property, including but not restricted to deposits, the hours of use, supervision of, reservations for, security of, privacy and access to the Common Property.

16. MEETINGS:

- A. All meetings of the Board and General Meetings of the Corporation shall be conducted according to Robert's Rules of Order;
- B. All General Meetings of the Corporation other than Annual General Meetings shall be called Extra-Ordinary General Meetings.

17. CONVENING OF MEETING:

- A. The Board may, whenever it thinks fit, and shall with Twenty-One (21) days, upon a requisition in writing made by persons entitled to vote representing one third (1/3) of the total Unit Factors convene an Extra-Ordinary General Meeting. The Board will convene

Annual General Meetings of the Corporation as and whenever required by the provisions of these Bylaws.

18. NOTICE OF MEETINGS:

- A. Seven days notice of every General or Extra-Ordinary General Meeting of the Corporation specifying the place, the date and the hour of the meeting and, in case of special business, the general nature of that business, shall be given to all Owners and registered Mortgagees who have notified their interests to the Corporation, but accident omission to give notice to any Owner or to any registered Mortgagee or non-receipt of notice by any Owner or any Mortgagee does not invalidate any proceedings at any such meetings.

19. BUSINESS:

- A. Subject to the provisions of the Act, all business shall be deemed ordinary that is transacted at an Annual General Meeting of the Corporation. All business whatsoever that is transacted at an Extra-Ordinary General Meeting shall be deemed special.

20. CHAIRMAN OF THE CORPORATION MEETING:

- A. The President and in his absence, the Vice President of the Corporation shall act as Chairman of the Meeting of the members of the Corporation. In the absence of both the President and Vice-President, then at the commencement of the Meeting, a Chairman of the Meeting shall be elected.

21. ORDER OF BUSINESS AT CORPORATION MEETING:

- A. The order of business in any properly convened Meeting of the Corporation, unless altered by a majority of those in attendance who are entitled to vote, shall be as follows:

- a. call to Order by the Chairman;
- b. call the roll and certify proxies;
- c. proof of Notice of Meeting or waiver of notice;
- d. reading and disposal of any unapproved Minutes;
- e. report of officers;
- f. report of committees;
- g. financial report/budget and appointment of auditors (if necessary);
- h. unfinished business;
- i. ratification of past acts of Board Members and Officers;
- j. new business;
- k. election of Member of the Board;
- l. adjournment.

22. QUORUM REQUIRED:

- A. Except as otherwise provided in these Bylaws and in particular Bylaw 23, no business shall be transacted at any Meeting of the Corporation unless a quorum of persons entitled to vote is present at the time when the Meeting proceeds to do business. A quorum at any Meeting of the Corporation shall consist of persons entitled to vote present in person or by proxy, representing no less than one third (1/3) of the total Unit Factors.

23. ADJOURNMENT FOR LACK OF QUORUM:

- A. If within fifteen (15) minutes from the time appointed for a meeting of the Corporation, a quorum is not present, the Meeting shall stand adjourned for a further fifteen (15) minutes and if after the fifteen minute adjournment a quorum is not present, the persons entitled to vote who are present constitute a quorum.

24. RESOLUTIONS:

- A. At any Meeting of the Corporation a Resolution moved or proposed at a Meeting shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present in person or any proxy and unless a poll is so demanded, a declaration by the Chairman that a Resolution has on the show of hands been carried is conclusive proof of the fact of the number or proportion of votes recorded in favour of or against such Resolution. If a person demands a poll, that person may withdraw that demand and upon the demand being withdrawn, the vote shall be taken by a show of hands.

25. METHOD OF TAKING A POLL:

- A. A poll, if demanded, shall be taken in such a manner as the Chairman thinks fair and the result of the poll shall be deemed to be the Resolution of the Meeting of the Corporation at which the poll was demanded.

26. EQUALITY OF VOTES:

- A. In the case of equality in the votes whether on a show of hands or on a poll, the Chairman of a Meeting of the Corporation is entitled to a casting vote in addition to his original vote.

27. VOTING:

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

28. MANNER OF VOTING:

- A. 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 may indicate that he is showing hands with respect to a number of votes, provided that his proxy is in order if he is voting as proxy, and the votes shall be so counted.

29. PROXIES:

- A. 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 the holder of a proxy need not be an Owner or Mortgagee.

30. ENTITLEMENT TO VOTE:

- A. There are no restrictions or limitations on the right to vote other than the following:
 - a. Such restrictions (if any) are set out in the Act;
 - b. Where an Owner's interest in a Unit is subject to a registered mortgage, notice of which mortgage has been given to the Corporation by the Mortgagee, a power of voting conferred upon such Owner by the Act or by these Bylaws:
 - i. If a Unanimous Resolution is required, may not be exercised by the Owner but is exercisable by the registered Mortgagee first entitled in priority, and
 - ii. In other cases, is exercisable by the Mortgagee first entitled in priority, and may not be exercised by the Owner, if the Mortgagee is present personally or by proxy, and this provision shall apply whether or not Section 26 of the Act continues in force in this form at the time of the

registration of the Condominium Plan, unless the Act is amended to provide otherwise;

- c. No Owner shall be entitled to vote at any General Meeting (annual or otherwise) or Extra-Ordinary Meeting if he is more than thirty (30) days in arrears in sums payable to the Corporation in respect of his Unit, provided that such inability on the part of the Owner shall not in any way effect the ability of a Mortgagee of the Owner's Unit, first entitled in priority, who has given notice of his mortgage to the Corporation and whose mortgage was registered prior to the occurrence of the Owner's arrears from exercising voting privileges for his Unit.

31. VOTE BY CO-OWNERS:

- A. Co-Owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are entitled to vote on a show of hands, except when a Unanimous Resolution of Owners is required by the Act, 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.

32. SUCCESSIVE INTEREST:

- A. Where Owners are entitled to successive interest in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll, and this Bylaw is applicable whether or not the Act requires the Unanimous Resolution of Owners.

33. TRUSTEE VOTE:

- A. Where an Owner is a trustee they shall exercise the voting rights in respect of the Unit to the exclusion of persons beneficially interested in the trust, and the latter may not vote.

34. SIGNED RESOLUTIONS:

- A. A Resolution of the Board in writing signed by all of the Members shall be as effective as a Resolution passed at 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 Meeting and evidenced in writing, signed in person or by proxy as contemplated in these Bylaws shall be as valid and effectual as a Resolution duly passed at a properly convened Meeting of the Corporation and shall take effect and be an Ordinary Resolution, Special Resolution or a Unanimous Resolution as the case may be in accordance with the requirement of these Bylaws and the Act.

35. OBSERVANCE OF BYLAWS / SEVERANCE:

- A. The Corporation, the Board and all Owners, Tenants and other occupants of the Units shall observe and obey all such Bylaws as are applicable to each of them and as amended from time to time whether or not such Bylaws or any parts thereof are registered at the Land Titles Office. If any provision or provisions of these Bylaws are or become illegal or not enforceable, it or they shall be deemed to be and shall be separate and severable from these Bylaws and the remaining provisions of these Bylaws shall remain in full force and effect as if the severable provision or provisions had not been included in these Bylaws.

36. AMENDMENT OF BYLAW:

- A. These Bylaws may only be added to, replaced, amended, or repealed by Resolution of the Corporation in accordance with the provisions of the Condominium Property Act and not otherwise.

37. FINANCIAL STATEMENT:

- A. If required by any General Meeting, the annual financial statements produced by the Board shall be audited and certified by auditors or certified accountants appointed by the Board.

38. EXPENDITURES BY MANAGER:

- A. Any Manager employed by the Board may, by Resolution of the Board, from time to time, make expenditures not to exceed One Thousand (\$1,000.00) Dollars per month without specific approval of the Board, but any expenditure in excess of One Thousand (\$1,000.00) Dollars must be approved by the Board. The Board may revoke such Resolution at any time by a further Resolution of the Board.

39. BONDING OF MANAGER / BOARD:

- A. Any Manager may be bonded for any money or other property lost or misappropriated by the Manager, its agents or employees for an amount determined by the Board, in its sole discretion by Ordinary Resolution thereof;
- B. On Ordinary Resolution of the Corporation require that all members of the Board be bonded by recognized bonding institution in an amount not less than one year's Common Expenses, the cost of such bonding to be a Common Expense of the Corporation.

40. ESTOPPEL CERTIFICATE:

- A. Any certificate as to the Owner's position with regard to Common Expenses, assessments or otherwise, issued by the Corporation under the corporate seal, shall be

deemed an estoppels certificate and the Corporation and all of the Owners shall be stopped from denying the accuracy of such certificate against any Mortgagee, purchase or other person dealing with the Unit Owner, but this shall not prevent the enforcement against the Unit Owner of all obligations of the Unit Owners whether improperly stated in such estoppels certificate or not.

41. NOTICE OF DEFAULT TO MORTGAGEE:

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

42. NOTICE:

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

- A. Upon the Corporation if delivered by hand to the office of the Manager of the Corporation, if any, or mailed, by depositing the same in a post box, enclosed in a postage pre-paid envelope addressed to the Corporation at its registered address as filed at the Land Titles Office;
- B. Upon an Owner by delivering by hand to the Owner (and if there is more than one Owner, then to any one of such Owners), by leaving same at the Unit or by mail by depositing the notice in a post box enclosed in the postage pre-paid envelope addressed to the Owner at the municipal address of his Unit or to an address provided by the Owner pursuant to Bylaw 59(a);
- C. Upon a Mortgagee of a Unit by delivering by hand to the Mortgagee (or if the Mortgagee is a company to a person in authority with such Mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage pre-paid 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 the binding upon the Corporation, shall be given by pre-paid registered mail address to the Mortgagee as aforesaid. The Corporation may change its address for service by Resolution of the Board causing the change in address to be recorded at the appropriate Land Titles Office. A Mortgagee of a Unit may change its address for service by giving notice, in writing, of the change to the Corporation in the manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received seven (7) days after the time of mailing, provided, however, that if there is an interruption of mail service, the notice shall not be deemed to have been received until the seventh (7th) day following restoration of normal mail service.

43. INSURANCE:

- A. The Board on behalf of the Corporation shall obtain and maintain insurance on all of the Units excluding furnishing, fixtures and any property brought into or installed in Units by Unit Owners (current or predecessor) and all the insurable Common Property and all insurable property both real and personal of any nature whatsoever of the Corporation that provides for settlement, to the full replacement value thereof without deduction for depreciation and without restricting the generality of the foregoing such insurance shall provide and include the following:
 - a. coverage for fire, extended perils and such other perils as from time to time the Board shall deem advisable;
 - b. coverage that provides for settlement to the full replacement value of all buildings and other fixed improvements to the buildings comprising the condominium or the Parcel and all chattels and other property belonging to the Corporation or forming part of the Common Property;
 - c. adequate coverage for boiler insurance if any boilers or pressure vessels exist;
 - d. coverage for such other risks or causes as the Board may determine or as may be determined by Ordinary Resolution of the Corporation;

- e. that no breach of any statutory condition or other condition of any policy by any Unit Owner or the Corporation shall invalidate the insurance or forfeit the insurance;
 - f. that no breach of any statutory or other condition of any policy by the Corporation or an Owner shall invalidate the policy as to the interest of any Mortgagee in any way or to any extent;
 - g. coverage for errors and omissions by the Board and its Officers so long as such insurance is obtainable at reasonable cost.
- B. In the event an Insurance Trustee exists, the Board, on behalf of the Corporation shall cause claims under property and boiler insurance policies issued pursuant to these Bylaws to be paid to the Insurance Trustee. In the event there is no Insurance Trustee appointed then the Insurance Trustee shall be deemed to be the Corporation and the words "Insurance Trustee" shall read as if the word "Corporation" was in its stead. Subject to the provisions of the Act, which shall govern in all circumstances, insurance proceeds realized under any policy of insurance and maintained by the Corporation and insuring against fire and any other supplemental perils shall be paid as follows:
- a. if the proceeds are less than Five Hundred Thousand (\$500,000.00) Dollars to the Corporation which shall apply such proceeds to the repair and restoration of the damage or loss;
 - b. if the proceeds are equal to or in the excess of Five Hundred Thousand (\$500,000.00) Dollars to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss (save as hereinafter provided)
- C. In the event that it is resolved by Unanimous Resolution of the Corporation or is ordered by a Court under the Act that the Corporation not repair or restore the damage or that the Corporation be determined as to some or all Units, then the Insurance Trustee shall firstly apportion the proceeds between all those Owners whose Units or Common Property interests (or both) are affected by the loss or damage and the Corporation (as their interest may appear) and secondly shall pay such proceeds as follows:

- a. firstly, to the Mortgagees of all Units that are affected by the damage as their interest may appear and to the extent loss is apportioned to the respective Units (the Mortgagees' priorities to accord with their priorities as encumbrance against the respective Units);
 - b. secondly, to the Owners of all the Units that are affected by the damage to the extent of the loss apportioned to each and to the Corporation to the extent of the loss apportioned to it, as their interests may appear.
- D. In making any apportionment hereunder, the Insurance Trustee shall have regard to the interest of all Owners, Mortgagees, and the Corporation, and shall make a just and equitable apportionment. Any apportionment proposed by the Insurance Trustee shall be first notified to all the Owners, all the Mortgagees whose mortgages are registered at the Land Titles Office or have been notified to the Corporation and the Corporation; and no distribution of proceeds shall be made until after the expiry of Thirty (30) days after the last of such parties has been notified. Any notice under this paragraph that is given by mail shall notwithstanding Bylaw 42 hereof, be given by pre-paid registered mail. If any of such parties shall dispute the apportionment made by the Insurance Trustee then such party must notify the Insurance Trustee in writing with Thirty (30) days of his receipt of notice as aforesaid. If no party disputes the proposed distribution, the Insurance Trustee may proceed with the distribution as proposed. If any such party disputes the proposed distribution, the Insurance Trustee shall refer the matter to the Court authorized to deal with schemes and terminations under Sections 50 and 52 of the Act (or any provision passed in substitution for the said Sections) and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.
- E. Notwithstanding the foregoing, and Owner may, and upon the written request of his Mortgagee, an Owner shall carry insurance on his own Unit as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Corporation shall not be affected or diminished by reason of insurance carried by the Unit Owner.

- F. Nothing in these Bylaws shall restrict the right of Unit Owners to obtain and maintain insurance of any kind in respect of the Ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.
- G. In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by Owners or their Mortgagees.
- H. Policies of insurance may contain co-insurance on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of insurance claim settlement. All policies of insurance shall contain waivers by the insurers of invalidity arising from any acts or omissions of the insured and of any rights of subrogation against the Corporation and the Owners or any of them and shall provide that such policies may not be cancelled or substantially modified without at least Sixty (60) days prior written notice to all of the insureds including all registered Mortgagees of Units. Such policies shall also provide that the Insurance trustee shall have the right at its sole option to obtain a cash settlement (without deduction for depreciation) in the event of substantial damage to the condominium buildings and the determination by Unanimous Resolution of the Corporation or by Order of a Court of Law having jurisdiction in that behalf to terminate the Condominium status of the buildings and the insurer's option to reconstruct the damaged premises shall be deleted or waived. The Insurance Trustee shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all policies of insurance affected by the Corporation. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal or re-appraisal from a qualified and reputable appraiser of real property, of the full replacement value of the buildings and other improvements comprising the Parcel including all of the Units, all Common Property and all property of the Corporation and the Board shall review the insurance coverage and maintain it at the levels required by these Bylaws and suggested by the said appraisal, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance coverage placed by the Corporation. The Corporation shall immediately upon the occurrence of any substantial damage to any of the improvements forming part of the Common Property notify the registered Mortgagees of all Units affected who have notified their interest to the Corporation of such damage, such notice to be given by registered mail.

- I. The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against any liability to third parties or to the Owners and their invitees, licensees or Tenants, incidental to the control, management and administration of the Corporation`s real and personal property and the Common Property. Limits of liability under such insurance shall not be less than Two Million (\$2,000,000.00) Dollars for property damage per occurrence or Two Million (\$2,000,000.00) Dollars inclusive limits. The limits and coverage shall be reviewed at least annually by the Board and insured at its discretion. All policies of insurance shall include as insureds the Corporation, the Board and the Board Members while acting within the scope of their duties and such, and any Unit Owners while acting on behalf of the Board, and the Insurance Trustee, if there be one. Such liability insurance shall contain a cross liability clause whereby the insurance indemnified each insured as if a separate policy has been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.

44. DEDUCTIBLE:

For damage to Common Property

- A. In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due to an act or omission of an Owner, Occupier or Tenant of an Owner or member of their families or guest, invitees or licensees of such Owner, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid by the Corporation with respect to the loss for which the claim is made, the amount of same to be recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

Damage to Units

- B. In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due to an act or omission of the Corporation, its officers, the Board of Managers or its Members or the employees or agents of any of the foregoing, the Corporation shall bear any insurance

deductible with respect to the loss for which the claim is made. The onus of proof of cause or neglect shall be upon the Owner.

45. OWNER'S USAGE:

A. An Owner shall not:

- a. use his Unit for any purpose that may be illegal or injurious to the regulations of the buildings and amenities comprising the Parcel;
- b. make or permit any distribution noises on the Common Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupants of the Parcel. No Owner shall play or permit to be played loudly any musical instrument, phonograph, stereo, radio or television nor shall any Owner practice or allow either vocal or instrumental music at any time in such a manner as to disturb or annoy other Members or Occupants of the buildings;
- c. keep any animals in his Unit or on the Common Property other than the pets authorized by these Bylaws;

B. When the purpose for which the Unit is intended to be used is shown expressly or by necessary implication upon the registered Condominium Plan, use or permit the use of such Unit for any other purpose;

C. Render a Unit unfit for human habitation.

46. ONE FAMILY UNIT:

- A. Each Unit shall be occupied only as a one-family residence by the Owner of the Unit, his family and guests or a Tenant of the Owner, his family and guests, and for the purpose of these Bylaws:
- a. "one family residence" means a Unit occupied or intended to be occupied as residence by one family alone and containing one kitchen and in which not more than no Roomer or Boarder is allowed;
 - b. "Boarder" means a person to whom room and board is regularly supplied for consideration;
 - c. "Roomer" is a person to whom a room is regularly supplied for consideration.
- B. No Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit and without limiting the generality of the foregoing, no Unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person, except as otherwise authorized by the Board in writing, which approval may be arbitrarily withheld and if given, be withdrawn at any time on Thirty (30) days notice.
- C. The number of persons occupying a Unit shall not exceed the numbers permitted by any municipal or provincial law or authorities.

47. STRUCTURAL ALTERATIONS:

An Owner shall ensure that:

- A. No alterations, additions, decoration, redecoration, changes or installations be made on or adjoining the outside of any Unit by any Owner without the prior consent in writing of the Board;
- B. No structural alteration be made to the outer boundary of any Unit including walls (whether partition walls, bearing walls, or otherwise), ceiling and floor or to any bearing

- walls or structures within the Unit or to any exterior door or window, without the prior written consent of the Board;
- C. No changes be made in the plumbing, drainage, electrical or gas system within or outside any Unit, without the prior written consent of the Board. Failure to comply with this Bylaw will result in the responsible Owner being liable for all costs incurred by the Corporation including indemnification of its legal costs, for restoring and alterations or changes made by the Owner;
- D. Any changes to a Unit comply with all Municipal, Provincial and Federal laws.

48. FIRE HAZARD:

- A. No Owner shall do or permit anything to be done in the Unit or on the Parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance on any building comprising part of the Parcel or on the 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 regulation of the local Fire Department or with any insurance policy on any building comprising part of the condominium or any part thereof or conflict with any of the rules and ordinances of the Municipal Health Department or with any statute or Municipal Bylaw or with any other law whatsoever.

49. WATER:

- A. Water shall not be left running unless in actual use in any Unit and all taps, toilets, faucets and washers shall be kept in good repair. Water must be turned off in vacant Units.

50. PLUMBING:

- A. Toilets, sinks, tubs, drains, and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, grease, rubbish, rags, ashes or other substance shall be deposited or flushed through such apparatus.

51. COMBUSTIBLE MATERIALS:

- A. No storage of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials shall be kept in any Unit, normal cleaning products and related household goods excepted.

52. SIGNS (UNITS):

- A. No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.

53. ANTENNA:

- A. No antenna, aerial, satellite dish, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Unit or the Common Property, except for those installed by the Developer for the benefit of all of the Owners, unless approved by the Board in writing, which approval the Board may in its sole discretion withhold, and may, if given, withdraw arbitrarily without having to provide reasons therefore.

54. DECORATING:

- A. No portion of any Unit required to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation without the consent, in writing, of the Board.
- B. An Occupier of a residential Unit shall use only window coverings the exterior of which when viewed from outside the building are white or off-white in color and have been manufactured for use as window coverings. Blankets, flags, foil, or similar materials are not to be used as window coverings.
- C. An Owner, except those on the first floor of the Condominium Building, shall not replace the existing flooring with hard materials such as ceramic tiles or stone products. The purpose of this restriction is to minimize noise with is created by persons walking on the higher floors.

55. LAUNDRY:

- A. No laundry shall be hung outside the Unit.

56. AWNINGS:

- A. Neither awnings nor shades shall be erected over the outside of the windows, not shall any articles be hung or placed outside window sills of any Unit without the prior written consent of the Board.

57. PETS:

- A. No animal, livestock, fowl or reptiles (all of the foregoing hereinafter referred to as a ``pet``) of any kind shall be kept in any Unit unless approved by the Board, which

approval the Board may in its sole discretion withhold, and may, if given, withdraw arbitrarily without having to provide reasons therefore.

- B. If the Board, in its sole discretion, deems any pet whatsoever to be or be causing unreasonable disturbance to other Unit Occupiers or to be a hazard to or harmful to any Common Property or to other Owners or Unit Occupiers, then the Owner of the Unit or the Occupier of the Unit in which such pet is kept shall forthwith, on notice from the Board, remove or cause to be removed such pet from his Unit and such animal shall thereafter not be kept in that Unit at any time.
- C. Any municipal Bylaws in effect in the City of Edmonton shall have effect within the Common Property of the Corporation. Municipal Enforcement Officers are hereby authorized to enforce the City of Edmonton bylaws in the Common Property of the Corporation.
- D. A pet shall not be permitted to defecate / urinate on Common Property. The size of the pet is restricted to Five (5) kilograms, unless specifically approved, in writing, by the Board. No Owner shall be permitted to place housing quarters for their pet on any portion of the Common Property.

58. DEBRIS:

- A. Nothing may be thrown out of the windows or doors of a Unit.

59. TENANTS AND OCCUPIERS:

- A. Request / Approval to Rent: An Owner shall not lease his Unit without first giving written notice to the Corporation of his intention to rent the Unit setting forth the address at which he may be served with a notice given by the Corporation under Section 54 of the Act or an originating notice or Order referred to in Section 55 and 56 of the Act and the amount of rent to be charged for the Unit. The Owner will provide a copy of the rental

application and await written approval from the Board prior to proceeding with the rental of his Unit. The Board may withhold approval.

- B. Name of Tenant: The Owner who wishes to rent his Unit shall give the Corporation written notice of the name of the Tenant residing in the Unit within Twenty (20) days from the commencement of tenancy and within Twenty (20) days of ceasing to rent his Unit, the Owner shall give the Corporation written notice that his Unit is no longer rented.
- C. The Board has Power of Attorney of Owner: In the event that an Owner leases his Unit, the Board is hereby constituted Attorney for the Owner with power to enforce all covenants contained in the lease and such Power of Attorney shall arise without any further act on the part of the Board. The said Power of Attorney includes, without limiting the generality of the foregoing, the power to remove Tenants for non-compliance with the covenants contained in the lease or for breach of any of the Bylaws.
- D. Conditions of Tenancy: Where an Owner of a Unit rents his Unit, it shall be a condition of that tenancy, notwithstanding anything in the tenancy agreement, that the persons residing in that Unit shall not;
- a. cause damage to the real or person property of the Corporation or the Common Property; or
 - b. contravene the Bylaws.
- E. Owner's Damage Deposit: An Owner who rents his Unit shall pay to and maintain with the Corporation a deposit, equal to one month's rent charged for the Unit, which the Corporation may use for the repair or replacement of the real and personal property of the Corporation or of the Common Property that is damaged, destroyed, lost or removed by a person residing in the rented Unit. In addition each Owner shall be required to provide a key deposit of Seventy Five (\$75.00) Dollars or such higher amount as may be determined by the Board from time to time.
- F. No Interest Payable on Damage Deposit: The Corporation does not receive the deposit provided for in Section 59(E) herein from the Tenant on behalf of the landlord but

rather this deposit is separate and distinct from the security deposit which the landlord is entitled to obtain from the Tenant.

- G. An Owner shall pay this deposit to the Corporation from his own funds and there shall be no interest payable on these funds by the Corporation. The Corporation however, is entitled to retain any interest resulting from the investment of such a deposit.
- H. Dealing with Damage Deposit: The Corporation shall, with Twenty (20) days of receiving a written notice from an Owner stating that he has ceased to rent his Unit:
- a. return the deposit, if any, to the Owner;
 - b. if the Corporation has made use of the deposit for one or more of the purposes referred to under Section 59(E), deliver to the Owner:
 - i. a statement of account showing the amount used; and
 - ii. the balance of the deposit not used, if any;
 - c. if the Corporation is entitled to make use of the deposit but is unable to determine the amount of the deposit that it will use, it shall deliver to the Owner an estimated statement of account showing the amount it intends to use and within Sixty (60) days after delivering to the Owner the estimated statement of account, deliver to the Owner:
 - i. a final statement of account showing the amounts used; and
 - ii. the balance of the deposit not used, if any;
- I. Notice to Give Up Possession: The Corporation may give a Tenant renting a Unit a notice to give up possession of that Unit if the person residing in that Unit causes damage, other than normal wear and tear to the real or personal property of the Corporation or to the Common Property or contravenes any of the Bylaws. The notice shall require the Tenant to give up possession of the Unit on the last day of the month immediately following the month in which the notice is served on the Tenant and his landlord.
- J. Court Order to Tenant to Vacate Premises: If a Tenant is given a notice under Section 59(1) and does not give up possession, the Corporation or the landlord may apply by

originating notice to the Court of Queen's Bench of Alberta for an Order requiring the Tenant to give up possession of the Unit in accordance with Section 55 of the Act.

- K. Court Order to Non-Tenant to Vacate Premises: Where a person residing in a Unit that is being rented has caused or causes excessive damage to the real or personal property of the Corporation or to the Common Property or is a danger to or is intimidating persons who are residing in other Units located on the Parcel, the Corporation may, notwithstanding that the Tenant renting that Unit has or has not been given notice to give up possession pursuant to Section 36(1) hereof or by the landlord under the tenancy agreement, apply by originating notice to the Court of Queen's Bench of Alberta pursuant to Section 56 of the Act for an Order requiring the Tenant to give up immediate possession of that Unit and the Corporation shall serve a copy of the Order on the landlord.

60. GARBAGE:

- A. At no time shall mops, brooms, rugs and so forth be leaned out of a door or window of a Unit. Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage and garbage containers as directed by the Board from time to time and shall observe all Bylaws and regulations of the Municipal authority in that regard. The following rules must be observed with respect to trash equipment:
- a. debris shall be completely drip free before it leaves the Unit and carried to the pick-up areas in a careful manner and in a drip proof container;
 - b. cartons, boxes, crates, sticks of wood, bottles or other solid matter shall be placed in a neat manner for collection from the appropriate pick-up area. Bulky items must be taken by the Owner to the Municipal dump or EcoStation;
 - c. vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pick-up.

61. NOISE:

- A. Owners, their families, guests, Tenants, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort and quiet enjoyment of the property by other Owners, their families, guests, visitors, and persons having business with them and no noise caused by any instrument or other device or otherwise, which, in the opinion of the Board may disturb the comfort of the other Owners, shall be permitted. Without limiting the generality of the foregoing, no noises shall be permitted or caused that exceed the following decibel (db) limits (as measured by a sound meter approved by the Board for use):
- a. 15db on the "C" scale between the hours of 11:00 pm and 8:00 am; and
 - b. 30db on the "C" scale between the hours of 8:00 am and 11:00 pm.

62. CONSTRUCTION:

- A. No Owners shall do any work or permit any work to be done in the Unit that would disturb any other Owner between the hours of 6:00 pm and 8:30 am on weekdays or at any time on Saturdays, Sundays or legal holidays without the prior written consent of the Board.

63. SALES AND EXHIBITS:

- A. No group tour or exhibition of any Unit or its contents shall be conducted and no auction sales, garbage sales or other sales shall be held in any Unit or upon the Common Property without the prior written consent of the Board.

64. PRIVACY:

- A. No Owner shall trespass or permit any occupant of his Unit to trespass on any part of the Parcel to which another Owner is entitled to exclusive occupation.

65. OBSTRUCTION:

- A. No Owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning shade, partition, tree, shrub or flower on or which overhangs any part of the property not exclusively occupied by such Owner without the prior written consent of the Board. No Owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning shade, partition, tree or hedge upon the maintenance areas surrounding his Unit without the prior written consent of the Board. Any consent required by this Bylaw may be arbitrarily withheld.

66. HEALTH:

- A. No Owner shall do anything or permit 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 regulations or 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 vermin.

67. PERSONAL BELONGINGS:

- A. All Owners will cause all articles belonging to their household, other than patio furniture and other articles appropriately kept on the patio or at the entrance to their respective Units, to be kept in their respective Units when not in actual use. Each Owner will comply with all reasonable requests of the Board or its representative that bicycles, toys and like articles belonging to the Owner's household be put away inside such Owner's

Unit when not in actual use, or stored in appropriate places as may be designated by the Board from time to time.

68. PARKING AREAS:

- A. Parking of Owner's vehicles or that of their Tenants shall be confined to the Parking Spaces licensed by the individual Unit Owners as shown on the Parking Plan annexed hereto as Appendix "A". Each Residential Unit shall have licensed to it at least one parking stall and the parking stalls may only be leased to the Owner of another Residential Unit in the building or their Tenants. All such leases shall provide the same will be automatically terminated upon the party occupying a Residential Unit no longer residing in the Condominium;
- B. No motor vehicle or automobile or any other obstacles may be left on or parked in the emergency access routes by an Owner or Occupier of a Unit. There are no long term parking facilities for recreational vehicles or motor homes.
- C. No motor vehicles or automobiles may be backed into the parking stall.

69. MOTOR VEHICLES:

- A. No motor vehicle other than a private passenger automobile or truck under 3000 kg shall be parked in any parking space within the Common Property without the written consent of the Board, which consent the Board may arbitrarily withhold and may, if given, withdraw at any time on Fifteen (15) days notice;
- B. No motor vehicle including vehicles used for furniture moving shall be driven on any part of the Common Property other than on a driveway, roadway or parking space;
- C. No motor vehicle, house trailer, tent, boat, trailer, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common

Property other than as provided for under these Bylaws or as approved by the Board in writing;

- D. No repairs or adjustments to motor vehicles or automobiles may be carried out on the Common Property;
- E. A motor vehicle or automobile which is not being used from day to day or which is undergoing repairs of any nature shall not be parked or located upon the Parcel or any part thereof except as permitted by the Board;
- F. Parking of motorcycles requires a base beneath the kick stand to prevent damage to the parking stall;
- G. No propane powered motor vehicles of any kind are allowed in any interior parking space on the Common Property at any time.

70. SIDEWALKS, WALKWAYS AND PARKING AREAS:

- A. The sidewalks, walkways, passages, hallways, foyers, roadways, driveways, and parking area shall not be obstructed by any Owner, his family, guests, Tenants, or visitors or used by them for any other purpose than for entering and leaving their respective Units; 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 which the Owner of another Unit is entitled to use and occupy.

71. LANDSCAPING AND OTHER COMMON PROPERTY:

- A. Owners, their pets, their families, guests, Tenants, visitors and servants shall not harm, mutilate, destroy, waste, alter or litter any part or parts of the Common Property or the property (real or personal) of the Corporation, including without limitation any and all parts of the building and other fixed improvements forming part of the Common

Property, any landscaping works (including trees, grass, shrubs, hedges, flowers and flower beds) and any and all chattels owed or kept by the Corporation.

72. ANIMALS ON COMMON PROPERTY:

- A. No animal, livestock, fowl, reptile or pet of any kind shall be kept on or allowed to run at large over any part of the Common Property.

73. COMBUSTIBLE MATERIAL ON COMMON PROPERTY:

- A. No stores of gasoline or any other combustible or inflammable goods or materials, and no offensive goods, provisions or materials of any kind shall be kept on any part of the Common Property except as permitted, in writing, by the Board.

74. STRUCTURES ON COMMON PROPERTY:

- A. No building, structure or tent shall be erected on the Common Property except only by the Corporation;
- B. No trailer either with or without living, sleeping, or eating accommodation and not tent, shed or portable building shall be placed, located, kept or maintained on the Common Property except with the prior approval of the Board. If any such chattel or other item has been approved by the Board, the Board may subsequently withdraw such approval in which event the chattel or other item shall be forthwith removed by the Owner;
- C. No part of the Common Property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage containers, recreation or athletic equipment, fences or other barriers, hedges, trees, gardens or to vegetation, or for the disposal of rubbish, garbage or waste except only with the prior written approval of the Board. If such approval has been given, the Board may subsequently withdraw such approval and

in such event the Owner shall comply with the direction of the Board to remove such item, or items, forthwith.

75. SIGNS (COMMON PROPERTY):

- A. Except as otherwise permitted by the Bylaws, no signs, billboards or other advertising matter of any kind and no notices of any kind shall be placed on any part of the Common Property without the prior written consent of the Board.

76. APPEARANCE OF UNIT:

- A. Nothing shall be hung or placed on any part of the Common Property or within a Unit that is, in the opinion of the Board, aesthetically displeasing when viewed from the outside of the Unit.

77. PERSONAL PROPERTY AND INJURY:

- A. The Corporation, its Board member, Officers, Agents or employees will not be responsible to any Owner, Tenant or Occupier of a Unit, for any injury, death, damage or loss whatsoever caused by or to the person or property of any Owner, Tenant or Occupier of a Unit including but not limited to:
 - a. the parking areas provided on the Common Property;
 - b. any part of the Common Property designated for the exclusive use and enjoyment of any Owner, Tenant or Occupier; or
 - c. any contents, personal property or improvements in or to any Unit.

78. SALES:

- A. No auction sale or other sale shall be held in or about the Common Property without the consent, in writing, of the Board.

79. FURNITURE MOVING:

- A. Furniture moving shall be limited to the times established by the Board. The Board in its sole discretion may establish a schedule of permitted moving times so as to cause the least disturbance to the other Owners.
- B. Furniture moving is restricted to the east entrance and stairway only.

80. MAINTENANCE:

- A. The Corporation shall be responsible for ice and accumulated snow removal from the Common Property. The Corporation shall regularly maintain grass, trees, shrubs and all other walks in or about the common areas on behalf of the Owners and the Corporation shall maintain roadways, parking areas and common area lighting, provided, however, that the Corporation shall not be responsible for such area and maintenance of any maintenance areas which are the responsibility of individual Owners pursuant to the provisions of the Bylaws;
 - a. all Owners are responsible to maintain and clean snow from their assigned parking stall
- B. Each Owner shall be responsible for the repair and his Unit. Should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its representative, those items for which he is responsible after the Ten (10) days written notice to do so given by the Board or its representative, then the Board or its representative, may do or cause to be done the maintenance and/or repair and the Owner affected is obliged to and shall reimburse the Corporation for all monies expended for labour, materials, normal

overhead and all costs including indemnification of the Corporation's solicitor and his own client costs, incurred in respect of such maintenance and/or repairs and the Board or its representative may use all or any of the remedies open to it or as hereinafter set out, to recover such monies for the Corporation and such monies shall be a charge upon his Unit;

- C. Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to any of the Common Property (and including all items set out in Bylaw 8(j) by any willful or negligent acts of himself, his pets, members of his family, Tenants, invitees, contractors or licensees 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 all costs, including indemnification of the Corporation's solicitor and his own clients costs, incurred in collection in respect of the doing of such repairs and the Board or its representative may sue, allow any of the remedies opened 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 unpaid Common Expense charges assessed upon his Unit.

81. COMMON EXPENSES:

The Common Expenses (also described as Condominium Fees) of the Corporation shall, without limiting the generality of the definition thereof, include the following:

- A. All levies or charges on account of electricity, water, sewer, garbage removal, gas, telephone, elevator maintenance, monitoring, security and utility services supplied to the Corporation;
- B. The costs of any charges for all management fees;
- C. All costs and charges on account of landscaping, maintenance and snow removal from Common Property;

- D. All reserves for repairs and replacements of Common Property and portions of Units or buildings, the repair or replacement of which is the responsibility of the Corporation;
- E. All costs of and charges for maintenance and repair of those portions of each Unit for which the Corporation is responsible;
- F. All costs of and charge for maintenance and repair of the Common Property for which the Corporation is responsible;
- 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 auditing, accounting, engineering and legal fees and disbursements;
- H. The amount of all costs and expenses whatsoever, including (without limitation) all maintenance and repair costs, financing charges, Common Expenses, municipal taxes, Unit charges and all utility charges for or in respect of any Unit owned by the Corporation itself;
- I. Reserves for future maintenance and expenses and the Capital Replacement Reserve Fund (commencing One (1) month after the sale of the Fifth (5th) Unit);
- J. All fees and charges for insurance for which the Corporation is responsible and that of the Insurance Trustee;
- K. All obligations of the Corporation or the Board, created by the Act or these Bylaws;
- L. All newsletter, memberships, subscriptions, office equipment, supplies, printing and postage costs; and
- M. The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.

82. ASSESSMENT FOR COMMON EXPENSES:

- A. At least Thirty (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 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 "Common Expense". Each year's 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 amount of any assessment against Units owned by the Corporation. In addition thereto, the Board may levy and assess the Owners in like proportion for costs and charges for Common Expenses, estimated or incurred. If the amounts so estimated provide inadequate for any reason, including non-payment of an Owner's assessment, the Board may levy and assess the Owners in like proportion for costs and charges for Common Expenses, estimated or incurred. 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.
- B. Each Owner shall be obligated to pay any and all assessments made pursuant to this provision to the Board or the Manager to the account of the Corporation, as directed by notice, in equal monthly installments on or before the first day of each month during the fiscal year for which such assessment is made or in such other manner as the Board or the Manager, with the consent of the Board (as the case may be) shall designate, and further paying interest on all assessments or payments in arrears at the rate of Eighteen (18%) Percent per annum, or the maximum rate of interest allowed by the regulations, whichever is less, compounded annually, calculated from the date due of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time and any legal costs incurred by the Corporation shall be payable on a solicitor and his client basis. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation

by or under the Act. In these Bylaws, Common Assessments or Common Expense levies may sometimes be referred to as Condominium Fees.

- C. The omission by the Board before the expiration of any year, to fix the assessments hereunder for that year 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 thereof for that or any subsequent year, but the monthly installments for the preceding fiscal year shall continue until new installments are fixed. No Owner can except himself from liability for his contributions toward the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning his Unit;
- D. 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 maintenance incurred. Records and vouchers authorizing the payments involved shall be available for examination at convenient business hours on weekdays.

83. DEFAULT IN PAYMENT OF ASSESSMENTS AND LIEN FOR UNPAID ASSESSMENT, INSTALMENTS AND PAYMENTS:

- A. The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid Common Assessment (Condominium Fee), 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 subject only to the rights and priorities of the Mortgagee under any mortgage registered against such Unit prior to the date that the assessment, installment or payment fell due and the rights of any Municipal or local authority in respect of unpaid realty taxes, assessments or levies or any kind against the Unit title or interest of such Owner but subject also to the provision of the Act the Land Titles Act of Alberta. The Corporation shall have the right to file a Caveat against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, installment or payment, provided that each such Caveat shall not be registered until after the expiration

of Thirty (30) days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting Owner on an indemnification basis, the Corporation's solicitor and his own client costs incurred in preparing and registering the Caveat and in discharging the Caveat and shall not be obligated to discharge any Caveat until all arrears of the Owner, including interest and all such legal costs are fully paid. As further and better security, each Owner responsible for any such unpaid assessment, installment or payment which is in arrears for more than Thirty (30) days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof providing for their payment on demand with interest thereon providing for their payment on demand with interest thereon at the rate of Eighteen (18%) Percent per annum, compounded annually, or such other rate of interest as may be approved by Special Resolution, calculated from the due date of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time, and any legal costs incurred by the Corporation shall be payable on a solicitor and his own client indemnification basis. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act;

- B. Any other Owner or person, firm or company whatsoever may pay any unpaid assessment, installment or payment after the expiration of Thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit and upon such payment being made, such person, firm or company shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file Caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;
- C. Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, installment or payment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any Judgment thereof shall be maintainable as a separate action, suit or proceeding without foreclosing, or waiving the

lien, charge or security securing the same and the Corporation shall be entitled to recover its legal costs on a solicitor and his own client indemnity basis;

- D. The Board may, by Resolution, accelerate all payments in the balance of the budgetary year from any Owner in arrears, and all such payments shall become due and payable forthwith and may be collected in the manner as set out in these Bylaws, including all legal costs of the Corporation on a solicitor and his own client indemnity basis.

84. COLLECTION OF CONTRIBUTIONS:

- A. The Board, on behalf of the Corporation, may collect the contribution of Owners (Condominium Fees) on account of administration expenses for the Common Property and other obligations of the Corporation by monthly installments and in that regard may require post-dated cheques. The monthly installments may be accelerated as provided for in the Bylaws.

85. CONDOMINIUM FEE PRIORITY:

- A. Should the Condominium Corporation file a Caveat for unpaid Condominium Fees, it shall be entitled to maintain and shall maintain a priority over all other claims and the Caveat may be enforced as contemplated under Section 39 of the Act (or any Section passed substitution thereto).

86. VIOLATION OF BYLAWS:

- A. Any infraction, violation or default of these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or Tenants may be corrected, remedied or cured by the Corporation (including with our restriction actions, damages, or injunctive relief) and any fines, costs or expenses expended or incurred by the Corporation in correction, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added

to and become part of the Owner's assessment and shall bear interest at the rate of Eighteen (18%) Percent per annum or such lesser amount as is permitted by the regulation, whichever is less, compounded annually, until paid.

87. RECOVERY OF COSTS:

- A. The Corporation may recover from an Owner by an action for debt in any Court of competent jurisdiction any sum of money, including its costs on a solicitor and his own client indemnity basis, which the Corporation is required to expend as a result of any act or omission by an Owner, his servants, agents, licensees, invitees or Tenants which violates these Bylaws or any Resolutions established pursuant to these Bylaws and there shall be added to any Judgment all costs of such action including indemnification of the Corporation's legal costs as between solicitor and his own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.

88. CHANGE OF LEGISLATION:

- A. Should the Act in future change, then these Bylaws shall, in the future, adopt any and all changes to the Act and specifically adopt those changes to the Act which are required to be adopted to enable the Corporation to operate, at all times, within the full power of the Act and to use all remedies available to it pursuant to the Act.

89. PURPOSE OF RESTRICTING USE OF UNITS:

The restrictions in sue have the following purpose:

- A. To provide for the health and safety of condominium occupants;
- B. To maintain the Common Property and 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 a sense of community.

90. REALTY TAXES:

- A. The realty taxes and other municipal and governmental levies or assessments against the land, including improvements, comprising all or any part of the Units and the Common Property comprising the Parcel shall be assessed and imposed in accordance with the provisions of the Act. Until such a time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act, such realty taxes and other municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

91. NON-PROFIT CORPORATION:

- A. The Corporation is not organized for profit.

92. COMPANY WHICH IS A MEMBER OF THE BOARD:

- A. A Company which is a Member of the Board may, by proxy, Power of Attorney or Resolution of its Directors, appoint such person as it thinks fit to act as its representative on the Board and to attend meeting thereof and vote at such meetings on behalf of the Company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a Company is the only Member of the Board, a Minute or Resolution signed by its representative or in the alternate of its representative duly appointed pursuant to the paragraph following shall be deemed to be a Resolution of the Board. As representative of the Company on the Board may appoint any person, whether another Owner or not and whether a Member of the Board or not to serve as his alternate representative on the Board and as such to attend to vote in his

stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a Member of the Board, he shall be entitled to two (2) votes, one as a Member of the Board and the other as an alternate representative of a Member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a Member of the Board is and when the appointing representative ceases the offices of a representative of a Member of the Board or removes the alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

93. MORTGAGEE'S ELEGIBILITY:

- A. An Owner's ineligibility to cast a vote does not affect the right of the Mortgagee first entitled in priority in respect of a mortgage registered against the title of that Owner's Unit to vote in accordance with the Act.

94. DEVELOPER USE OF UNITS / COMMON PROPERTY:

During such time as the Developer is the Owner of one or more Units, it shall have:

- A. The right to maintain a reasonable number of Units, whether owned or leased and to carry on all such functions it considers necessary from such Units. The Developer shall have the unfettered right to the exclusive use of the Common Property for so long as the Developer owns a Unit in the Parcel;
- B. Place signs about the Parcel relating to the sales of Units with the Parcel;
- C. Access and unhampered right to use all parts of the Common Property and those Units for which it owns;
- D. The right of the Developer in this Bylaw may not be altered in any way without the written consent of the Developer.

95. DEVELOPER EXCEPTION FROM BYLAWS:

- A. Bylaw 63 shall not apply to the Developer.

96. REGULATIONS:

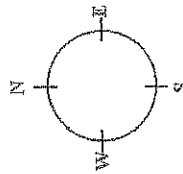
- A. Any regulations, passed and posted by the Board, shall form part of these By-Laws.

CONA COURT CONDOMINIUMS

Condominium Plan 052 4360

PARKING AREA

401	402	401	101	404	304	306	405	102	406	407	408
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ENTRANCE TO PARKING LOT

ALL PARKING STALLS ARE ENERGIZED
EXCEPT SUITE #103

301	302	204	303	201	202	203	305	206	205	207	208	308	307	Not Energized 103
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