

CONDOMINIUM BY-LAWS

**THE DEKS ON 6TH
9747 – 106 St.
EDMONTON, ALBERTA**

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ARTICLE 1 DEFINITIONS AND INTERPRETATION

In these by-laws unless the context or subject matter requires a different meaning:

- a. **"Act"** means the *Condominium Property Act of Alberta* as amended from time to time or any statute or statutes passed in substitution therefor;
- b. **"Board"** means the Board of Directors of the Corporation;
- c. **"Boarder"** means a person to whom room and board is regularly supplied for consideration;
- d. **"By-laws"** means the by-laws of the Corporation, as amended from time to time;
- e. **"Common Expenses"** means the expense of performance of objects and duties of the Corporation and any expenses specified as common expenses in these By-laws;
- f. **"Common Property"** means:
 - (i) so much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plans;
- g. **"Condominium Plan"** means the Plan registered by the Developer under the Act as No. 042 1947;
- h. **"Corporation"** means the condominium corporation constituted under the Act by the registration of the first Condominium Plans to be registered;
- i. **"Developer"** means CAPSTONE REAL ESTATE CORPORATION;
- j. **"Exclusive Use Area(s)"** means those areas, being part of the Common Property, which comprise either a balcony or a ground level patio immediately adjacent and attached to each Unit and a Parking Stall, designated by the Board for the exclusive use of an Owner pursuant to By-Law 5(h) and By-Law 58, and any other portion of the Common Property as may be designated by the Corporation for the exclusive use of any Owner pursuant to By-Law 5(h);
- k. **"Home Office"** means a portion of a Unit that is used as an office with no more than two visits per day but where the Unit is still primarily used for residential purposes;
- l. **"Insurance Trustee"** means a trust company authorized to carry on the business of a trust company under the laws of Alberta, selected from time to time on ordinary resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these by-laws and the Act;

- m. **"Insured Hazard"** means fire, tempest, storm, Act of God or other hazard required to be insured against by the Corporation;
- n. **"Interest Rate"** means the rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate of the financial institution with which the Corporation conducts its banking business at that time plus four percent (4%) on the earliest date on which any portion of the said monies becomes due and payable by an Owner or such interest rate as is prescribe by the Act or the regulations thereunder;
- o. **"Manager"** means the professional manager first retained by the Developer and any successor contractually appointed by the Board under written contract;
- p. **"Occupant"** means a person present in a Unit or in or upon the real or personal property of the Corporation with the permission of an Owner;
- q. **"Ordinary Resolution"** means:
 - i. a resolution passed at a properly convened meeting of the Corporation by a majority of not less than 50% plus one of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act of these by-laws; or
 - ii. a written resolution, signed by not less than 50% plus one of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these by-laws and representing not less than 50% plus one of the total Unit Factors for all of the Units;
- r. **"Owner"** means a person who is registered as the owner of the fee simple estate in a Unit, and where the term "Owner" is used in By-Law 62, that term includes a tenant or an Occupant;
- s. **"Parcel"** means the land comprised in the Condominium Plans;
- t. **"Parking Stall(s)"** means parking stalls shown on a condominium plan and located within the underground parking area or the surface of the Parcel to be used only for parking of private motor vehicles and bicycles;
- u. **"Project"** means all of the real and personal property and fixtures comprising the parcel, land and buildings which constitute the Units and the Common Property Units;

- v. "Roomer" means a person to whom room and board is regularly supplied for consideration;
- w. "Single Family Dwelling" means a Unit occupied or intended to be occupied as a residence by one family alone and containing no more than one kitchen and in which no Roomers or Boarders are allowed;
- x. "Special Resolution" means:
 - i. a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these by-laws and representing no less than 75% of the total Unit Factors for all the Units; or
 - ii. a written resolution signed by not less than 75% of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these by-laws and representing not less than 75% of the total Unit Factors for all the Units;
- y. "Unit" means a space that is situated within a building and described as a Unit in the Condominium Plans by reference to floors, walls and ceilings within the building. All doors of a Unit that are located on the interior walls of a Unit are part of that Unit. All windows and doors located on the exterior walls of the Unit shall be part of the Common Property (the definition of Doors and Windows set out in Section 9(3) of the Act is adopted);
- z. "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned on a Condominium Plan.

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

ARTICLE 2 MISCELLANEOUS PROVISIONS

- a. The headings used throughout these by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any by-law;

- b. The rights and obligations given or imposed on the Corporation or the Owners under these by-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;
- c. If there is any conflict between the by-laws and the Act, the Act prevails.

ARTICLE 3 DUTIES OF THE 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 his Unit for the purpose of inspecting the Unit and the Common Property 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, or for the purpose of maintaining, repairing or renewing the Common Property, or for the purpose of ensuring that the by-laws are being observed, or for the purpose of doing any work for the benefit of the Corporation generally, or for the purpose of gaining access to meters monitoring the use of any utility;
- b. forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;
- c. repair and maintain his Unit and all interior doors and windows if any, but excluding the outer surface or finish of such access doors and all other outer boundaries, walls and other outside surfaces and all other outside hardware and accouterments affecting the appearance, usability, value or safety of the Unit, excepting any outside balcony or deck light fixtures which shall be maintained by the Owner subject to the Corporation approving and repainting, maintenance or replacement thereof, and keep his Unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these by-laws; and shall maintain in a clean and sightly condition any Exclusive Use Area or other area which is located on or which comprises any part of a Condominium Property to which the Owner has been granted exclusive use pursuant to By-Law 5 or By-Law 58 and, if the Owner shall not maintain such Exclusive Use Area to a standard similar to that of the remaining Common Property Units, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of By-Law 58 shall apply;
- d. in applying any window coverings, install at his own expense, and from time to time properly maintain only fitting drapes or venetian blinds which drapes or blinds or the linings thereof shall be white or ivory where visible from the outdoors and such drapes or blinds shall be of such material and constitution so as not to impair the

operation of the heating and any air conditioning systems and shall not place foil, opaque materials, political signs, "For Sale" signs or advertising notices in or on any window;

- e. repair and maintain any fireplace and chimney relating to his Unit to the extent of periodic cleaning thereof and shall use his fireplace, if any, in a safe manner;
- f. not make any repairs, additions or alterations to the exterior of his Unit or the building (including interior and exterior load bearing and partition walls) of which his Unit forms a part or to the plumbing, mechanical or electrical systems within his Unit without first obtaining the written consent of the Corporation;
- g. use and enjoy Common Property in accordance with these by-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- h. not use his Unit or permit it to be used in any manner or for any purpose which may be illegal, injurious or that will cause a nuisance or a hazard to any occupant of another Unit (whether an Owner or not) or the family of such an occupant;
- i. notify the Corporation forthwith upon any change of Ownership or of any mortgage, builders lien, caveat, encumbrance or other dealing in connection with his Unit;
- j. comply strictly with these by-laws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all occupiers of and visitors to his Unit to similarly comply;
- k. pay to the Corporation (or if requested to the Manager), when due, all contributions levied or assessed against his Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;
- l. upon the request of the Corporation, obtain from the tenant, or have the manager who leases his Unit on his behalf obtain from his tenant, an undertaking in writing to the following effect:

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

- iii. strictly comply with the architectural and landscaping guidelines of the Corporation in effect from time to time;
- ii. not place or erect on any Unit any structure without the prior approval of the Board;
- ii. may, as a non-resident Owner of a Unit, retain a third party manager or managers to manage his Unit(s) and may participate in a rent pooling arrangement or other collective management association for the purposes of managing his Unit in association with other Owners (with or without the involvement of third party managers), subject to the following:
 - (i) such Owners shall have sufficient knowledge of general financial and business matters to be able to evaluate their respective investment decisions and shall not be obligated, either by contract or the nature of the marketplace, to retain any specific third party manager;
 - (ii) there is nothing unique about the Unit or the Parcel generally, or the rent pooling arrangement or collective management association, that would make it necessary for one manager to manage the same for it to be effectively leased to a tenant;
 - (iii) any contract with a third party manager and any agreement in respect of a rent pooling arrangement or other collective management association must be unilaterally terminable by an Owner without cause on reasonable commercial notice and without premium or penalty
 - (iv) such Owners shall not enter into a contract with a third party manager or an agreement in respect of a rent pooling arrangement or other collective management association in which the Owner
 - a. loses his ability to intelligently and effectively manage and/or control his Unit;
 - b. is dependent upon some unique entrepreneurial or managerial ability of a third party manager, rent pooling arrangement or collective management association such that the manager, in any case, cannot reasonably be replaced; and
 - (v) such Owners shall provide to the Board a copy of any management contracts or agreements in respect of a rent pooling arrangement or other collective management association with the requirement of this Bylaw 2(1)(f).

ARTICLE 4

DUTIES OF THE CORPORATION

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

- a. do all things required of it by the Act, these By-Laws and any other rules and regulations in force from time to time;
- b. control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all the Owners and for the benefit of the entire Project;
- c. maintain and repair (including replacement where reasonably necessary) the elevators (including shafts, pits and the elevator machinery room), automatic garage door, the security system, annunciator panel, telephone room, pipes, hot water heating zone valves, wires, cables, ducts, conduits, balcony or patio located gas lines and outlets, plumbing, 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 (1) Unit on the Common Property;
- d. provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-laws and enter into insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee, produce to the Owner or registered mortgagee of a Unit, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;
- e. maintain and repair the exterior or outside surfaces of the buildings comprising the Units, including windows (excepting the cleaning of the interior surfaces of windows), sashes, sliding glass doors, the outer surface or finishing of Unit access doors and the automatic garage door and all other outside accouterments affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property, including any balcony or patio, common sidewalks, driveways, roadways, the garden court area and all rails, fencing and relating posts;
- f. collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account with a chartered bank or trust company;
- g. provide and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be reasonable and prudent or such amount as is required by the Act or

the regulations thereunder for a replacement reserve fund and the replacement reserve fund shall be an asset of the Corporation;

- h. pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the parcel, the Corporation and the Owners as may seem justifiable to the Board in the management or administration of the entire Project and perform its financial and other duties under any caveat, agreement thereto and any amendments thereto or any document registered in replacement therefor;
- i. remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic or parking and keep and maintain in good order and condition the ground floor entrance, security control areas, lobbies, vestibules, foyers and fire annunciator panels, storage and janitorial equipment spaces, mail area, mechanical and electrical rooms, storage rooms, water meter and sprinkler system rooms, garbage room and garbage enclosure, office, guest rooms committee meeting room, conservatory, great room, pool areas, kitchen equipped with refrigerator, stove, dishwasher cabinets, common washrooms, hallways, corridors, stairs and stairwells and related equipment and facilities and all grassed or landscaped areas of the Common Property PROVIDED THAT the general cleaning and maintenance of any Exclusive Use Area designated to an Owner under By-Law 5 or By-Law 58 shall be the prime responsibility of the Owner to whom such Exclusive Use Area has been assigned;
- j. provide a garbage chute and garbage containers on the Common Property for use by all the Owners and provide for regular collection therefrom;
- k. at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- l. enforce architectural guidelines and landscaping guidelines to preserve the character of the Parcel and the integrity of the design and appearance of the improvements to the Units;
- m. not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement, restrictive covenant, caveat or similar grant to any utility company, municipality or local authority; and
- n. designate and maintain Parking Stalls on the Common Property for handicapped and visitor automobile parking. In addition, the Condominium Corporation shall designate and maintain no less than one Parking Stall for each Unit. The Corporation shall maintain a parking record which indicates the allocation of the Parking Stalls to the various Owners and Units.

ARTICLE 5 POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation, through its Board, MAY and is hereby authorized to:

- a. purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common Property or the Units or any of them, provided that real property shall only be acquired or disposed of by special resolution of the Corporation;
- b. rent excess parking stalls to Unit Owners which may be available after all Unit Owners have been assigned a Parking Stall(s) as required in these Bylaws;
- c. borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing in excess of 15% of the current year's common expenses budget has been approved by special resolution;
- d. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage or any property vested in it, or by any combination of those means;
- e. invest as it may determine any contributions towards the common expenses SUBJECT TO the restrictions set forth in section 43 of the Act or in the regulations;
- f. make an agreement with an Owner, tenant or other occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or occupier thereof;
- g. grant to an Owner a lease under Section 50 of the Act, on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful occupants of such Unit, and shall be terminable on thirty (30) days notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- h. designate to each Unit the right to exclusive use and enjoyment of the balcony or ground level patio attached to the Unit and Parking Stall(s) as required by Article 4(n) and may grant special privileges in respect of part of the Common Property thereof for such consideration and on such terms and conditions as it deems requisite, and, except for the provisions of these by-laws relating to the balcony or ground level patio attached and Parking Stall(s) designated for each Unit, any such designation to be terminable on such reasonable notice or as may be determined by the Board, unless the Corporation by special resolution resolves otherwise;

- i. make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these by-laws and for the control, management and administration of the Common Property generally, including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;
- j. determine from time to time the amount of money to be raised and collected for the purposes hereinbefore mentioned;
- k. raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for the respective Units or as otherwise herein provided;
- l. charge interest under the Act on any contribution towards common expenses or other sums owing to it by an Owner at the Interest Rate;
- m. pay an honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by ordinary resolution at a general meeting;
- n. join any organization serving the general interests of the Corporation and assess the membership fee in the organization as part of common expenses;
- o. do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the by-laws;
- p. subject to any limitations and prohibitions contained in the Act, these by-laws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business Corporations Act* of Alberta (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person.

ARTICLE 6 THE CORPORATION AND THE BOARD

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

ARTICLE 7 NUMBER ON BOARD

- a. The Board, for the benefit of the Corporation and all Owners and Mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. Until the first annual general meeting of non-Developer Owners, the Board shall consist of up to three (3) nominees of the Developer.

- b. Thereafter, the Board shall consist of not less than three (3) nor more than seven (7) persons, fifty (50%) per cent of whom shall be elected for a period of two (2) years at the first Annual General Meeting (Turnover Meeting) and the remaining persons for a period of one (1) year. At each subsequent Annual General Meeting those elected shall be elected for a period of two (2) years. All such elections shall take place at an Annual General Meeting, except for vacancies, (although members may also be elected at an Extra-Ordinary General Meeting). Where there are no Mortgagees and not more than three (3) 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 (1) Owner, only one (1) such owner may sit on the Board at one time.
- c. 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.
- d. 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.
- e. No more than two (2) registered Mortgagees or their representatives may be members of the Board at any one time.

ARTICLE 8 RETIREMENT FROM BOARD

At the annual general meeting of the Corporation all members of the Board who have served their term shall be deemed to have retired from office and the Corporation shall elect new members to replace those who so retire.

ARTICLE 9 ELIGIBILITY FOR RE-ELECTION TO BOARD

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

ARTICLE 10 REMOVAL FROM BOARD

Except where the Board consists of all of the Owners, the Corporation may, by resolution at an extraordinary general meeting, remove any member or members of the Board before the expiration of his or their term of office and appoint another Owner or Owners in his or their place to hold office until the next annual general meeting.

ARTICLE 11 CASUAL VACANCY ON BOARD

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

ARTICLE 12 QUORUM FOR BOARD

Except where there is only one Owner and except during the period before the first annual general meeting, a quorum of the Board is two where the Board consists of four or less members, three where the Board consists of five or six members, and four where it consists of seven members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

ARTICLE 13 OFFICERS OF THE CORPORATION

At the first meeting of the Board held after each annual general meeting of the Corporation the Board shall elect from among its members a Chairman, a Vice-Chairman, a Treasurer and a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are otherwise elected or appointed. The Chairman shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two offices.

ARTICLE 14 CHAIRMAN OF BOARD MEETINGS

Where the Chairman is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-Chairman shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the Chairman and the Vice-Chairman, the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting.

ARTICLE 15 DUTIES OF OFFICERS

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

ARTICLE 16 VOTES OF BOARD

At meetings of the Board all matters shall be determined by simple majority vote. The Chairman of the Board shall have a casting vote in addition to his original vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

ARTICLE 17 FURTHER POWERS OF BOARD

The Board MAY:

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

ARTICLE 18 ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- a. subject to any valid restriction imposed or direction given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- b. keep minutes of its proceedings and, upon written request, provide copies thereof to mortgagees who have, in writing, notified their interests to the Corporation;
- c. cause minutes to be kept of general meetings of the Owners and, upon written request, provide copies thereof to mortgagees who have, in writing, notified their interests to the Corporation.
- d. cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e. prepare or cause to have prepared proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- f. maintain financial records of all assets, liabilities and equity of the Corporation;
- g. keep a register noting the names and addresses of all Owners and all mortgagees who have given notice of their interests to the Corporation;
- h. on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
- i. at least once a year, cause the books and accounts of the Corporation to be reviewed by an independent chartered accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the reviewed Financial Statements of the receipts of contributions of all Owners towards the common expenses and disbursements made by the Corporation and a copy of the accountant's report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Accountant shall be submitted to each annual general meeting of the Corporation;
- j. within fifteen (15) days of a person becoming or ceasing to be a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;

- k. file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

ARTICLE 19 DEFECT IN APPOINTMENT TO BOARD

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

ARTICLE 20 VACATING OFFICE OF BOARD MEMBER

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

- a. by notice in writing to the Corporation resigns his office;
- b. is in arrears more than sixty (60) days of any contribution required to be made by him as an owner or becomes bankrupt;
- c. if found lunatic or becomes of unsound mind or dies, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act*;
- d. is convicted of an indictable offence for which he is liable to imprisonment;
- e. is absent from meetings of the Board for a continuous period of three (3) months or three (3) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at two (2) meetings of the Board held at least seven (7) days apart, that his office be vacated;
- f. he ceases to qualify for membership pursuant to By-Law 7,8 or 10;
- g. commences any legal proceedings against the Board or the Corporation; or
- h. no longer has the authority to act as the designee of a mortgagee, corporate Owner or developer entitled to designate a director; or such mortgagee, corporate Owner or developer is no longer entitled to dispute such designee.

ARTICLE 21 SIGNING AUTHORITIES

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

ARTICLE 22 CORPORATE SEAL

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of and attested to by the signatures of at least two members of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Board his signature shall be sufficient for the purposes of this by-law, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of his by-law.

ARTICLE 23 ANNUAL GENERAL MEETINGS

The first annual general meeting of non-Developer Owners shall be convened by the Board within

- a. ninety (90) days from the date that fifty (50%) percent of the Units are sold, or
- b. one hundred eighty days from the date that the first Unit is sold, whichever is sooner.

Subsequent annual general meetings shall be held once in each calendar year and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next.

ARTICLE 24 EXTRAORDINARY GENERAL MEETINGS

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

ARTICLE 25 CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may, whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than 15% of the total Unit Factors for all the Units or upon a request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than 15% of the total Unit Factors or a combination of such Owner and mortgagees entitled to vote with respect to 15% of the total Unit Factors, convene an extraordinary general meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

ARTICLE 26 NOTICE OF GENERAL MEETINGS

Seven (7) days' written notice of every general meeting specifying the place, the date and the hour of meeting (and, in the case of special business, the general nature of such business), shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owners and to such mortgagees in the manner prescribed in these by-laws but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceeding thereat. In computing the number of the days of notice of a general meeting required under these by-laws, the day on which the notice is

deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

ARTICLE 27 PROCEEDINGS AT GENERAL MEETINGS

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

ARTICLE 28 QUORUM FOR GENERAL MEETINGS

Save as otherwise provided in these By-Laws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and 35% of the persons entitled to vote present in person or by proxy shall constitute a quorum.

ARTICLE 29 ADJOURNMENT FOR LACK OF QUORUM

If within one-half hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.

ARTICLE 30 CHAIRMAN FOR GENERAL MEETINGS

The Chairman of the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-Chairman of the Board shall act as Chairman provided always that if the Chairman and Vice-Chairman be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

ARTICLE 31 ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at annual general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- a. if the Chairman or Vice-Chairman of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- b. call to order by the Chairman, establish quorum and certify proxies;
- c. proof of notice of meeting or waiver of notice;
- d. reading and disposal of any unapproved minutes;
- e. reports of officers;

- f. reports of committees;
- g. financial report;
- h. appointment of chartered accountant;
- i. unfinished business;
- j. new business;
- k. election of Board;
- l. adjournment.

ARTICLE 32 VOTING BY SHOW OF HANDS

At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands with each Unit having one vote only, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number of proportion of votes recorded in favour or against the resolution. Except for matters requiring a special resolution, all matters shall be determined by ordinary resolution.

ARTICLE 33 POLL VOTES

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

ARTICLE 34 VOTING CALCULATION

On a show of hands, each Unit is entitled to one vote only. The Owners or tenants or proxy shall decide amongst themselves who shall be allowed to cast the vote for their Unit. On a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned or mortgaged to them.

ARTICLE 35 VOTES PERSONALLY OR BY PROXY

Votes at any general meeting may be given either personally or by proxy.

ARTICLE 36 PROXIES

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

ARTICLE 37 ELIGIBILITY TO VOTE

Except in cases where by or under the Act a Special Resolution is required, no Owner is entitled to vote at any general meeting unless all contributions payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to By-Law 28.

ARTICLE 38 VOTE BY CO-OWNERS

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

ARTICLE 39 RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by not less than seventy five (75%) per cent of all persons who, at a properly convened meeting of the corporation, would be entitled to exercise the powers of voting conferred by this Act or the By-Laws and representing not less than seventy five (75%) per cent of the total Unit Factors for all the Units shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

ARTICLE 40 SUCCESSIVE INTERESTS

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

ARTICLE 41 TRUSTEE VOTE

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

ARTICLE 42 VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these by-laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these by-laws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote and the mortgagee's power to vote shall not be limited or proscribed by the Owner's failure to pay contributions.

ARTICLE 43 VIOLATION OF BY-LAWS

- a. Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid;
- b. The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws and there shall be added to any judgment, all costs of such action including costs as between solicitor and 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;
- c. If the Board of Directors determines that a breach of a Bylaw is occurring, it may, by resolution, cause a notice to be delivered to the owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no earlier than three (3) days from the date the notice is delivered to the Owner involved.
- d. If the Board resolution so provides, the Board of Directors may impose a fine, not exceeding \$250.00 per infraction, which will be levied if the breach has not been rectified within the time specified in the notice. If a fine is to be levied, the notice alleging the breach shall also specify the fine to be levied if the breach is not rectified.
- e. If the person alleged to be in breach is a tenant, the notice shall be served on both the tenant and the Owner; and it shall specify whether the Owner, the tenant, or both, are

liable for payment of the penalty. Each day of a continuing breach shall be deemed to be a separate contravention of a Bylaw;

- f. An owner aggrieved by a notice given by the Board of Directors, or by a fine leviable or levied, may appeal the resolutions of the Board to a special general meeting of the Owners, convened in the manner specified by these Bylaws.
- g. The Owners convened in special general meeting may rescind, amend or confirm the resolution or resolutions of the Board. In so doing, the Owners may enquire into all the circumstances of the alleged breach, and any actions taken subsequently.
- h. The appeal to the Owners shall be conducted according to the rules of natural justice. No error in procedure shall operate so as to nullify the proceedings, unless the error is sufficiently grave as to prejudice the rights of all or any of the Owners.
- i. In addition, the Corporation may exercise the powers provided for in Section 36 of the Act;

ARTICLE 44 DEVELOPER'S RIGHTS

During such time as the Developer, its successors or assigns is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display units and to carry on all sales and leasing functions it considers necessary (including, without limitation, for the purpose of marketing any unsold Units or the Developers other projects) from such Units and from the Common Property. The Corporation does hereby grant the Developer the exclusive right to use of the said space in the Common Property. The Owners and the Condominium Corporation bind themselves and their successors and title by this by-law to grant the following rights to the Developer:

- a. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and the Right of Access to any Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities;
- b. The Developer, its tenants, contractors, sub-contractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress and egress to, and to pass and repass on the Common Property of the Corporation either on foot or by means of vehicles or necessary machines whatsoever and of construction of the buildings including provision of utility services.

The Developer shall not be bound by Articles 3 and 62 where they conflict with these rights.

ARTICLE 45 DAMAGE OR DESTRUCTION

- a. In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this by-law, substantial damage shall mean

damage to the extent of 75% or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this by-law, the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage, the Board shall convene an extraordinary general meeting and give at least ten (10) days' notice by ordinary mail or all registered mortgagees;

Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within 100 days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;

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

- i. any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the parcel; and
 - ii. the proceeds of insurance shall be paid to the Insurance Trustee, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect;
- b. The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a Unit or a Parking Stall or in or upon any part of the Common Property designated for the exclusive use of any Unit Owner. No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owners arising from any defect or want of repair of the Common Property or any part thereof unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-laws, whichever is the greater;
- c. Where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any

damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;

- d. An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

ARTICLE 46 INSURANCE

- a. The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
 - i. Fire Insurance with extended coverage endorsement for such perils as the Board shall deem advisable insuring: (I) all of the insurable Common Property; (II) all insurable property of the Corporation, both real and personal of any nature whatsoever; (III) all of the Units, including all improvements and betterments made to the Units by the Owners of which the Board has knowledge and all bathroom and kitchen fixtures (but excluding furnishings and other personal property of each Owner whether or not installed in the Unit), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds; (a) all Owners from time to time; (b) all mortgagees who have given written notice of their interests to the Corporation; (c) the Corporation; and (d) the Board and any person referred to in By-Law 17 hereof (hereinafter collectively called the "Insureds") as their respective interests may appear;
 - ii. Boiler, vessel and machinery (including elevator) insurance;
 - iii. Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the Common Property, a Parking Stall and a Unit and such insurance shall be limited to liability in an amount not less than \$2,000,000.00 inclusive for bodily injury and/or property damage per occurrence;
 - iv. Liability insurance, including errors and omissions coverage in an amount no less than one million dollars and otherwise with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director 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 gross negligence or wilful misconduct;
- v. Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution;
- b. Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- i. that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insured;
 - ii. that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such insurance shall be deemed as primary insurance;
 - iii. a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owner, except for arson and fraud;
 - iv. a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this by-law are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition or a condition in any policy by any Insured;
 - v. a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the status of the condominium is terminated; and
 - vi. a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured;
- c. Prior to obtaining any policy of insurance hereunder or any renewal thereof, and at least annually, the Board shall obtain an appraisal from a duly qualified appraiser setting out the full replacement cost of the Common Property, the Units and all of the property of the Corporation. A copy of such appraisal shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage in accordance with such appraisal to insure the full replacement value as set forth in such appraisal. In addition to such insurance coverage for the replacement value of the Common Property, the Units, the Parking Stalls and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (including liability) to such amounts and levels required by and as would be maintained by an Owner of similar property in the locality in which the condominium property is situate;

- d. A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds immediately upon written request therefor, and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request;
- e. Notwithstanding anything aforesaid, but subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee. Exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any); provided that any expense of the Insurance Trustee shall be treated as common expenses of the Corporation;
- f. The Owners may, and upon written request of any mortgagee shall, carry property, contents and liability insurance on their own Units as permitted by the Act; provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected of diminished by reason of insurance so carried by any Unit Owner; and provided further that neither the Corporation nor the Board shall be required or have any duty to insure the interest of tenants against liability or for their belongings, contents or other property;
- g. 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 of guests, 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 any loss for which claim is made. The deductible is 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.
- h. 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 Directors or its members or the employees or agents of any of the foregoing, the Corporation shall bear any 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.

ARTICLE 47 CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

- a. The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units and, without limiting the generality hereof, shall include the following:
 - i. All levies or charges on account of garbage removal, electricity, water, sewer, supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by metre or otherwise;
 - ii. Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - iii. All the charges on account of cleaning or sweeping of parking areas; all the charges on account of lawn maintenance and landscaping and for ice, snow and debris removal from the Common Property not designated as an Exclusive Use Area;
 - iv. All charges on account of electrical or lighting fixtures sustained on any Unit owned by the Corporation or on the Common Property except for certain Owner obligations as provided in By-Law 3 (c);
 - v. All charges on account of maintenance for any Unit owned by the Corporation and for those portions of a Unit or the Common Property for which the Corporation is responsible under these By-laws;
 - vi. All costs of furnishings, tools and equipment for use in and about any Unit owned by the Corporation and the recreational facilities or amenities including the repair, maintenance or replacement thereof;
 - vii. All realty taxes and other municipal or governmental levies or assessments against any Common Property or Common Property, or other real property owned by it;
 - viii. All insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act;
 - ix. All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, appraisal, and auditing and engineering (including replacement reserve fund studies) fees and disbursements;

- x. All reserves for repairs and replacement of the Common Property and portions of Units the repair or replacement of which is the responsibility of the Corporation;
 - xi. The cost of obtaining and maintaining fidelity bonds as provided in these by-laws;
 - xii. The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - xiii. Assessments against the Corporation as Owner of the Common Property.
- b. At least fifteen (15) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner at the municipal or other known address of his Unit;
 - i. a copy of the budget for the ensuing fiscal year; and
 - ii. a notice of the assessment for his contribution towards the common expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors;
 - c. In accordance with Section 30 of the Act and Part 2 of the Regulations to the Condominium Property Act, The Board shall establish and maintain a Capital Replacement Reserve Fund.
 - d. The replacement reserve fund may be used for the repair or replacement of any real and person property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair or other costs which are to be set out and provided for in the annual budget. The Corporation may by resolution determine the maximum amount that may be paid from the replacement reserve fund in respect of a single expenditure;
 - e. The common expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of each month immediately following receipt of such notice of contribution or such other time as may be prescribed by the Corporation;
 - f. All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;

g. The Corporation shall, on the application of an Owner or any person authorized in writing by him, certify within twenty (20) days:

- i. the amount of any contribution determined as the contribution of the Owner;
- ii. the manner in which the contribution is payable;
- iii. the extent to which the contribution has been paid by the Owner; and
- iv. the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner, the certificate is conclusive proof of the matters certified therein;

h. upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:

- i. a statement setting forth the amount of any contributions due and payable in respect of a Unit;
- ii. the particulars of
 1. any action commenced against the Corporation and served upon the Corporation;
 2. any unsatisfied judgment or order for which the Corporation is liable; and
 3. any written demand made upon the Corporation for an amount in excess of \$5,000.00 that, if not met, may result in an action being brought against the Corporation;
- iii. the particulars of or a copy of any subsisting management agreement;
- iv. the particulars of or a copy of any subsisting recreational agreement;
 1. the particulars of any post tensioned cables that are located anywhere on or within the property that is included in the condominium plan;
 2. a copy of the current budget of the Corporation;
- vii. a copy of the most recent financial statement of the Corporation;
- viii. a copy of the By-laws of the Corporation;

- ix a statement setting forth the amount of the capital replacement reserve fund;
 - x a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
 - xi a statement setting forth the unit factors and the criteria used to determine unit factor allocation;
 - xii a statement setting forth any structural deficiencies that the corporation has knowledge of at the time of the request in any of the buildings that are included in the condominium plan;
 - xiii a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property, including a parking stall;
 - xiv. a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
- g. The omission by the Corporation to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these by-laws or release of the Owner or Owners from their obligation to pay the contributions or special contributions or assessments, or any installments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for his contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit;
- h. The Board or the Manager supplying any documents required to be provided in these by-laws or under Section 44 of the Act, shall be entitled to charge a reasonable fee or the fee set out in the Act or the regulations thereunder for the production thereof, except that no charge will be made to the Developer for providing such documents;
- i. The Corporation shall reimburse the Developer for any Common Expenses incurred and paid by the Developer and the Developer shall be entitled to set-off from any assessments against the Developer as Owner of any of the Units any amount payable by the Corporation to the Owner with respect to Common Expenses;
- j. No assessment shall be made against the Corporation as Owner of any of the Common Property;

- k. Assessments made by the Corporation against the Owners with respect to Common Expenses shall be made against the Owners in proportion to their Unit Factors provided that no assessment of any Common Expenses shall be levied against the Developer as Owner of any Units until construction of the building is completed and the Units contained therein are used or ready to be used for the purposes intended;
- n. That in the event use of a Unit shall lead to an increase in water or other utility charges disproportionate to general usage, the Owner causing such increase shall be liable to pay the disproportionate share of same to the Corporation and such amount may be collected by the Corporation by adding same to the Common Expenses allocated to such Unit Owner.

ARTICLE 48 SPECIAL CONTRIBUTIONS

If at any time it appears that the annual contributions towards the common expenses will be insufficient to meet the common expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated common expenses PROVIDED THAT before assessing a special contribution or assessment to pay for the cost of a major capital addition, the cost of which major capital addition exceeds Ten Thousand (\$10,000.00) Dollars, the Corporation shall first secure a Special Resolution approving such expenditure. The Corporation shall give notice of such further contribution to all Owners which shall include a written statement setting out the reasons for the contribution and each contribution shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in proportion to their Unit Factors. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

ARTICLE 49 DEFAULT IN PAYMENT OF ASSESSMENTS

- a. The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, installment or payment as hereinbefore mentioned, and for so long as such unpaid contribution assessment, installment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, installment or payment which is in arrears for more than thirty (30) days, shall be deemed to have given to the corporation a mortgage or encumbrance for the full

amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time, including the recovery by the Corporation of its legal fees and disbursements on a solicitor-and-his-own-client basis from such defaulting Owner;

- b. Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, installment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default and shall be entitled to enforce his lien thereby created in accordance with the other terms and conditions of this By-Law;
- c. Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, installment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgement therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security securing the same;
- d. In the event of any contribution or assessment against or installment or payment due from an Owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;
- e. In the event of any contribution or assessment against or installment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT no such acceleration shall affect the interest of or be binding upon any registered mortgagee;
- f. Notwithstanding all other provisions hereof, the lien, charge, or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said mortgagee

shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a Unit title against which it has registered its mortgage;

- g. All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (including costs on a solicitor-and-his-own-client basis) in registering and discharging a Caveat which either the Manager or the Corporation expends as a result of any act or omission by an Owner, his servants, agents, licensees, invitees or tenants which violates these by-laws or any rules or regulations established pursuant thereof or incurred in any way for securing its interests hereunder shall constitute a payment due to the Corporation.

ARTICLE 50 ESTOPPEL CERTIFICATE

Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an estoppel certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with such Owner but this shall not prevent the enforcement against the Owner incurring the said expense of all obligations of the said Unit Owner whether improperly stated in such estoppel certificate or not.

ARTICLE 51 LEASING OF UNITS

- a. In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation (see By-Law 3(1)), signed by the proposed lessee or occupant, that the proposed lessee or occupant will comply with the provisions of the Act and of the by-laws of the Corporation
- b. The Corporation is authorized to:
 - i. impose and collect deposits under Section 53 of the Act;
 - ii. give notices to give up possession of Units under Section 54 of the Act;
 - iii. make applications to the Court under Sections 55 and 56 of the Act;

ARTICLE 52 SEVERABILITY

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

ARTICLE 53 NOTICES

Unless otherwise expressly provided in these by-laws, service of any notice required to be given under the Act or under these by-laws shall be well and sufficiently given if sent by prepaid mail to the Owner at the address of his Unit or other known address supplied by the Owner to the Corporation or if left with him at the said address or to the Corporation at its address for service shown on the Original Plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-Laws.

ARTICLE 54 NOTICE OF DEFAULT TO MORTGAGEES

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

ARTICLE 55 DISTRIBUTION ON TERMINATION

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

ARTICLE 56 CORPORATION WHICH IS MEMBER OF BOARD

A corporation 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 corporation is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the By-Law next following shall be deemed to be a resolution of the Board.

ARTICLE 57 ALTERNATE BOARD REPRESENTATIVE

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

Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, such appointment or removal under this by-law shall be made in writing under the hand of the representative making the same.

ARTICLE 58 EXCLUSIVE USE AREAS

- a. The Board shall be deemed to have designated and assigned to each Owner the exclusive use of either a balcony or a ground level patio adjacent to and affixed to his Unit and one or more Parking Stalls which shall constitute exclusive use areas granted to him in accordance with the terms of By-Law 5(h). Any landscaping or decoration of balconies or patios may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of any such approved landscaping or decoration shall be the sole responsibility of those Owners who have their exclusive use;
- b. The Board may, in addition to other restrictions set out in these by-laws, specify and limit the nature and extent of the use or uses of any such Exclusive Use Areas assigned or designated by it hereunder;
- c. Any such Exclusive Use Area shall be kept in good and clean order at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for structurally maintaining balconies and patio-decks and fences and railings to a standard considered reasonable by the Board. If the Owner shall fail to properly maintain any such Exclusive Use Area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment. The term Exclusive Use Area does not include any fence, rail or similar structure bordering any designated Exclusive Use Area;
- d. The Corporation, the Developer and their servants and agents shall, notwithstanding the grant of any right, license or privilege of a Exclusive Use Area to any Owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of any Exclusive Use Area for the purpose of carrying out any of the duties or functions of the Corporation.
- e. A receiver dish in a solid grey shade not exceeding 61 cm in diameter for personal television reception may be installed in the balcony or ground level patio immediately adjacent and attached to each Unit, and designated by the Board for the exclusive use of an Owner pursuant to Bylaw 5(h) or this Bylaw and then, only in accordance with regulations therefor which may be established by the Board.

ARTICLE 59 REAL PROPERTY TAXES

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

ARTICLE 60 INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation shall indemnify every director, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director 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 gross negligence or wilful misconduct. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses. The Corporation may, by ordinary resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than Twenty Five Thousand Dollars (\$25,000.00), the cost of such bonding to constitute a common expense of the Corporation.

ARTICLE 61 NON-PROFIT CORPORATION

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

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

ARTICLE 62 USE AND OCCUPANCY RESTRICTIONS

a. An Owner SHALL NOT:

- i. use his Unit or any Exclusive Use Area or any part thereof for any commercial, professional or other business purposes (other than in the context of a Home Office) or for any purpose which may be illegal or injuries to the reputation of the Project or for a purpose involving the attendance of the public at such Unit or a Common Property;
- ii. make or permit noise in or about any Unit or Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or a Common Property by any other Owner or Occupant. More particularly, an Owner shall not permit a contractor or workman to do any work in his Unit that would disturb any other residents between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners or occupants;
- iii. keep or allow any animal, livestock, fowl or pet of any kind (other than a bird, fish, one (1) small dog no greater than fifteen (15") inches at the shoulders, one (1) cat or other small animal restrained at all times inside the Unit) at any time to be in his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on fifteen (15) days notice to that effect. All dogs must be hand leashed and kept under control at all times. Notwithstanding the generality of the foregoing, if the Board, in its sole discretion, deems any pet whatsoever to be or causing an 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 or on the Common Property at any time. Any municipal by-law in effect with regard to pets or animals at any point in time shall have effect within the Common Property and municipal officers are authorized and permitted to enforce city by-laws on the Common Property. No visitor shall bring any animal or pet of any kind upon the Common Property area or any Unit.
- iv. use or permit the use of his Unit other than as a Single Family Dwelling or for a purpose other than for residential purposes;

- v. permit his Unit to be occupied as a place of residence by more than six (6) persons (whether adult or minor) at any given time without the consent in writing of the Board;
- vi. use Parking Stalls only for the parking of motor vehicles and bicycles;
- vii. do any act or permit any act to be done, or alter or permit to be altered his Unit or to any Exclusive Use Area assigned to him in any manner, which will alter the exterior appearance of the structure comprising his or any other Units without the prior written approval of the Board;
- viii. permit laundry to be hung other than inside his Unit;
- ix. erect or place any building, structure, tent, recreational vehicle or trailer, (either with or without living, sleeping or eating accommodation) on the Common Property, or on any exclusive use area assigned to him without the prior written consent of the Board;
- x. permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on Common Property or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without first having obtained the consent in writing of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Unit except in connection with a personal or common television antenna, receiver dish or cable system and then only as authorized by these Bylaws or the Board and then only in accordance with the regulations therefor which may be established by the Board;
- xi. overload existing electrical circuits or store any combustible, flammable, objectionable or offensive goods, provisions or materials in his Unit or in the parking area or on Common Property;
- xii. do anything or permit anything to be done in his Unit or upon Common Property or the real or personal property of the Corporation of fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- xiii. do anything or permit anything to be done in his Unit or on Common Property, that is contrary to any statute, ordinance, by-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

- xiv. do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, children's play things, devices or toys or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- xv. deposit customary household refuse and garbage outside his Unit other than in proper garbage bags placed in the garbage chute, containers or enclosures provided by the Corporation. Use of the garbage chute is restricted to the hours between 8:00 A.M. and 9:00 P.M. to reduce disturbance of residents. All bulk waste items, such as discarded household furnishings, which the municipal sanitation department will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense;
- xvi. erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on Common Property or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written approval of the Board;
- xvii. permit any member of his household, guests or visitors to trespass on the part of the parcel to which another Owner is entitled to exclusive occupation;
- xviii.
 - 1. park or store any vehicle or allow any member of his household to park or store any vehicle on those areas of the Common Property designated for Visitor Parking or Handicapped Parking without the express consent of the Board;
 - 2. during such time as an Owner or any member of his household is permitted by the Board to use a Handicapped Parking Stall, the non Handicapped Parking Stall designated for the Unit of the Owner shall not be used by the Owner of that Unit and may be re-assigned by the Board;
 - 3. use the common driveway or roadway or any part of the Common Property, other than for ingress to and egress from his Parking Stall or Parking Unit, for the parking of any motor vehicles except in accordance with permission in writing from the Board;
 - 4. wash motor vehicles other than in an area designated, and no repairs or adjustments to motor vehicles shall be carried out on Common Property, nor shall any vehicles other than private passenger cars or trucks be brought on to Common Property without the written

- consent of the Board or the Manager or a duly authorized nominee thereof save in the course of delivery to or removal from the parcel;
5. allow trailers, campers, camper vans, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored on his Parking Stall or on the Common Property without the prior written consent of the Board;
 6. keep on a Parking Stall or on Common Property, including any Exclusive Use Area, any private motor vehicle which is not in operating condition, currently licensed and being used from day to day without the prior written consent of the Board;
 7. drive any motor vehicle on Common Property at a speed in excess of 15 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous; nor
 8. allow any propane or natural gas powered motor vehicle to be brought into, kept or stored inside the building;
- xix. obstruct or permit any entry, hallways, walkways, passage or driveways or ramps or parking areas to be obstructed by himself, his family, guests or visitors;
 - xx. shake mops or dusters of any kind nor throw anything out of any windows in his Unit, from a balcony or from or onto Common Property, nor permit anything of this kind to be done;
 - xxi. allow his Unit, Parking Stall or designated Exclusive Use Areas to become unsanitary or unsightly in appearance;
 - xxii. make or cause to be made any structural, mechanical, plumbing or electrical alterations or additions to his Unit or Parking Stall, or any load bearing wall or any Exclusive Use Area without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the interest at the Interest Rate from the time such costs are incurred until paid;
 - xxiii use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed or deposit therein any hazardous wastes;

- xxiv. allow the area around his Unit or his Parking Stall to become untidy. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
 - xxv. allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his Unit when not in actual use, and each Owner will comply with all requests of the Board or its representatives that all household or personal effects or articles, including bicycles, toys and like things belonging to an Owner's household be put away inside such Unit or storage locker when not in actual use. Bicycle storage is permitted within a Parking Stall or a Unit but not on balconies or patios.
 - xxvi. prevent access to and use of exterior water taps or electrical plugs on his Unit for purposes of maintaining Common Property; and
 - xxvii. without the consent in writing of the Board, have any right of access to those portions of a Common Property used from time to time for utilities areas, building maintenance, storage areas not specifically assigned to him under By-Law 5 or By-Law 58, operating machinery or any other parts of a Common Property used for the care, maintenance of operation or the Project generally;
 - xxviii. smoke any cigarette, cigar, pipe or other instrument in the common area.
- b. An Owner of a Parking Stall shall not permit any person, including individual firm or corporation, to use or occupy that Parking Stall unless the person is the lawful occupant of a Unit, or unless the person in using or occupying the parking stall is an Occupant or a visitor. In any event, an Owner shall not rent his parking stall to anyone other than a second Owner of a Unit, or to the condominium corporation to be used for resident or visitor parking. An Owner shall use the Parking Stall only as a parking area for one standard passenger motor vehicle unless otherwise approved in writing by the Board of Owners. The Owner shall not erect any structures, improvements or fixtures upon the Parking Stall, or alter or add to the Parking Stall without the consent of the Board of Owners. The Owner shall not park any motor vehicle in a parking stall powered by propane, or which leaks excessive amounts of oil or grease or leaks any gasoline, or which is in any other way offensive or hazardous. An Owner shall not allow his Parking Stall to become untidy or unsightly and shall be responsible to the condominium corporation for maintaining his Parking Stall to a standard considered reasonable by the Board of Owners. The Corporation shall have the right of entry and access to any Parking Stall as may be necessary to permit repairs or maintenance thereof and to give access to the utility and service areas adjacent thereto.

ARTICLE 63 AMENDMENT OF BY-LAWS

These by-laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and each mortgagee who has, in writing, notified its interest to the Corporation a notice or memorandum of any proposed amendments, additions or repeal thirty (30) days prior to the effective date of any such special resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal.

ARTICLE 64 DECLARATION OF PURPOSE

The Constitution of Canada, by Section 15 of the Canadian Charter of Rights and Freedoms, provides that:

- a. Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.
- b. Subsection (a) does not preclude any law, program or activity that has as its object the amelioration of conditions of disadvantaged individuals or groups including those that are disadvantaged because of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

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

- a. To provide for the health and safety of condominium occupants;
- b. To maintain the Units, Parking Stalls and Common Property in such a manner as to preserve property values;
- c. To develop a sense of community.

ENACTED this _____ day of _____, 2004

CONDOMINIUM CORPORATION NO. 042 1947

Per: _____