ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

261132595

ORDER NUMBER: 57185535

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CHAPARRAL POINT

CONDOMINIUM CORPORATION NO. 981 0287

NOTICE OF CHANGE OF BYLAWS

(CDE-1: FORM 3)

(*CONDOMINIUM PROPERTY ACT*, s. 32)

Condominium Corporation No. 981 0287 (the "Corporation") hereby certifies that by a special resolution passed as of the 9th day of January, 2026:

(a) the corporation's Bylaws, being the Bylaws registered as instrument #021 242 416 on July 15, 2002 and as instrument #141 153 183 on June 19, 2014, and as instrument #201 085 505 on May 6, 2020, are all repealed; save and except for Bylaw 66 of those bylaws registered as instrument #141 153 183 regarding age restrictions, which Bylaw shall remain in full force and effect throughout the permissible legal period; and

(b) the Bylaws attached to this form shall become the bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same.

The seal of the Corporation was hereunto affixed on the 10 day of March, 2026 in the presence of Kayla Gilliland
WITNESS

CONDOMINIUM CORPORATION NO. 981 0287

Per: _____
Name: Joyce Sim
Officer/Board Member

Per: _____
Name: DIANE HAGGARTY
Officer/Board Member

(Corporate Seal)

CHAPARRAL POINT

BYLAWS OF CONDOMINIUM CORPORATION NO. 981 0287

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #021 242 416 ON JULY 15, 2002 AND AS INSTRUMENT #141 153 183 ON JUNE 19, 2014, AND AS INSTRUMENT #201 085 505 ON MAY 6, 2020, SAVE AND EXCEPT FOR BYLAW 66 OF THOSE BYLAWS REGISTERED AS INSTRUMENT #141 153 183 REGARDING AGE RESTRICTIONS, WHICH BYLAW SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT THE PERMISSIBLE LEGAL PERIOD

INDEX

NUMBER		PAGE
I.	**DEFINITIONS AND INTERPRETATION**	**1**
1.	DEFINITIONS	1
2.	MISCELLANEOUS PROVISIONS	4
II.	**THE OWNERS**	**4**
3.	DUTIES OF THE OWNERS	4
III.	**THE CORPORATION**	**8**
4.	DUTIES OF THE CORPORATION	8
5.	POWERS OF THE CORPORATION	13
IV.	**BOARD OF DIRECTORS**	**14**
6.	THE CORPORATION AND THE BOARD	14
7.	COMPOSITION OF THE BOARD	15
8.	TERM OF OFFICE AND RETIREMENT FROM BOARD	15
9.	ELIGIBILITY FOR RE-ELECTION TO BOARD	16
10.	REMOVAL FROM BOARD	16
11.	CASUAL VACANCY ON BOARD	16
12.	QUORUM FOR BOARD	16
13.	OFFICERS OF THE CORPORATION	16
14.	CHAIRPERSON OF BOARD MEETINGS	16
15.	DUTIES OF OFFICERS	17
16.	VOTES OF BOARD	17
17.	FURTHER POWERS OF BOARD	17
18.	ADDITIONAL DUTIES OF THE BOARD	18
19.	DEFECTS IN ELECTION OR APPOINTMENT TO BOARD	22
20.	VACATING OFFICE OF BOARD MEMBER	22

21. SIGNING AUTHORITIES 23
22. CORPORATE SEAL 23

V. OWNERS' MEETINGS 23

23. GENERAL MEETINGS 23
24. SPECIAL GENERAL MEETINGS 23
25. CONVENING SPECIAL GENERAL MEETINGS 24
26. NOTICE OF GENERAL MEETINGS 24
27. PROCEEDINGS AT GENERAL MEETINGS 24
28. QUORUM FOR GENERAL MEETINGS 25
29. ADJOURNMENT FOR LACK OF QUORUM 25
30. CHAIRPERSON FOR GENERAL MEETINGS 25
31. ORDER OF BUSINESS FOR GENERAL MEETINGS 25

VI. VOTING 26

32. VOTING AT GENERAL MEETINGS 26
33. POLL VOTES 26
34. VOTING CALCULATION 27
35. VOTES PERSONALLY OR BY PROXY 27
36. PROXIES 27
37. ELIGIBILITY TO VOTE 27
38. VOTE BY CO-OWNERS 27
39. RESOLUTION OF THE OWNERS 28
40. SUCCESSIVE INTERESTS 28
41. TRUSTEE VOTE 28
42. VOTING RIGHTS OF MORTGAGEE 28

VII. BYLAW ENFORCEMENT 28

43. VIOLATION OF BYLAWS 28
44. ARBITRATION AND MEDIATION 30

VIII. DAMAGE AND INSURANCE 30

45. DAMAGE OR DESTRUCTION 30
46. INSURANCE 32

IX. COMMON EXPENSES AND PAYMENTS 36

47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS 36
48. SPECIAL LEVIES 39
49. DEFAULT IN PAYMENT OF CONTRIBUTIONS, ASSESSMENTS, SPECIAL LEVIES, INSTALMENTS AND PAYMENTS 40

X. MISCELLANEOUS 42

50. ESTOPPEL CERTIFICATE 42
51. LEASING OF UNITS 42
52. SEVERABILITY 43
53. NOTICES 43
54. NOTICE OF DEFAULT TO MORTGAGEES 44
55. DEBT RETIREMENT ON TERMINATION 44
56. COMPANY WHICH IS MEMBER OF BOARD 45
57. ALTERNATE BOARD REPRESENTATIVE 45
58. PRIVACY AREAS AND PARKING AREAS 45
59. PROPERTY TAXES 46
60. INDEMNIFICATION OF OFFICERS AND MANAGERS 46
61. NON-PROFIT CORPORATION 46
62. USE AND OCCUPANCY RESTRICTIONS 47
    A. GENERAL 47
    B. PETS 53
    C. PARKING AND MOTOR VEHICLES 53
    D. RENOVATIONS 54
    E. AGE RESTRICTIONS 56
    F. COMPLIANCE 56
63. AMENDMENT OF BYLAWS 56
64. MANAGED PROPERTY 56
65. PARTY WALL AGREEMENT - BARE LAND UNITS 59
66. CHANGE OF LEGISLATION 60
67. EASEMENT RIGHTS 60

Personal Information Protection Act, S.A. 2003, c. P-6.5 ("PIPA"): The Board of Directors shall endeavour to keep individual Owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the Owners agree and specifically consent to give the Board sole discretion to release any information which the Board, in its sole discretion, deems to be in the best interest of the Corporation.

NOTE: These Bylaws have been passed by Condominium Corporation No. 981 0287 for the purpose of repealing, substituting and replacing the Bylaws registered in the South Alberta Land Registration District as Instrument #021 242 416 on July 15, 2002 and as Instrument #141 153 183 on June 19, 2014, and as Instrument #201 085 505 on May 6, 2020, save and except for Bylaw 66 of those Bylaws registered as Instrument #141 153 183 regarding Age Restrictions, which Bylaw shall remain in full force and effect throughout the permissible legal period.

I. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning, all capitalized terms shall have the following meanings:

(a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;

(b) "Architectural Standards" those standards, guidelines and specifications for design and appearance governing the Buildings and Units as prescribed by the Board from time to time;

(c) "Bare Land Unit" means any of Units 1 to 48 inclusive, Plan No. 981 0287 and also means Unit as defined in Bylaw 1(dd) below;

(d) "Board" means the Board of Directors of the Corporation;

(e) "Building" means any residential dwelling constructed on a Unit and forming an integral part thereof;

(f) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;

(g) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation, the Managed Property and the Common Property;

(h) "Common Expenses" means the expense of performing the objectives and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the Common Property or Managed Property or expenses incurred by the Corporation behalf of all Owners;

(i) "Common Property" means those portions of the Condominium Plan which are designated "Common Property", or so much of the Parcel as is not comprised in or does not form part of any Bare Land Unit shown on the Condominium Plan;

(j) "Condominium Plan" means the bare land Condominium Plan registered at the Land Titles Office under the Act as No. 981 0287;

(k) "Corporation" means the Corporation constituted under the Act by the registration of the bare land Condominium Plan whose legal name is "Condominium Corporation No. 981 0287";

(l) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;

(m) "General Meeting" includes both annual and special General Meetings and means those meetings, held upon notice to all Owners, at which all such Owners or their proxies are entitled to be present, and if qualified, to vote;

(n) "Improvements and Betterments" means those enhancements, renovations or modifications to the Unit during construction by the builder or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original builder;

(o) "Insurance Trustee" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee;

(p) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;

(q) "Managed Property" means such part or parts of the remaining Units, as by its Bylaws, the Condominium Corporation is to administer, control, manage, maintain and repair as it would the Common Property, as being further defined in Bylaw 64(b);

(r) "Manager" means any condominium property manager contractually appointed by the Board;

(s) "Municipal" or "Municipality" means the City of Calgary;

(t) "Occupant" or "Tenant" means the rightful and lawful Occupant or lessee of a Building or Unit, whether or not the Occupant is an Owner, for more than thirty (30) days in any calendar year;

(u) "Ordinary Resolution" means a resolution:

(i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or

(ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;

(v) "Owner" or "Owners" means a person or persons who is or are registered as the Owner of a fee simple estate in a Unit and where the term Owner is used in Bylaw 3 (as applicable) and 62 that term includes tenants and any person resident in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for more than thirty (30) days in any calendar year;

(w) "Parcel" means the land comprised in the Condominium Plan;

(x) "Private Motor Vehicle" means cars, light trucks up to ¾ ton size, minivans, motorcycles and sport utility vehicles;

(y) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and Buildings which constitute the Units and Common Property;

(z) "Regulation" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;

(aa) "Special Business" means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws. Special Business may or may not require to be passed by a Special Resolution;

(bb) "Special Resolution" means a resolution:

(i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or

(ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;

(cc) "Spouse" includes a person who holds that position usually enjoyed by a spouse whether or not they are legally married (including an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act, S.A. 2002, c. A-4.5);

(dd) "Standard Insurable Unit Description" or "SIUD" means a description, as adopted by the Corporation under the Regulations, of standard fixtures and finishing in a Unit or a class of Units, which are to be insured by the Corporation;

(ee) "Unit" means land that is situated within the Parcel and is described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the *Surveys Act*, R.S.A. 2000, c. S-26, respecting subdivision surveys; and

(ff) "Unit Factor" means the unit factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined

in the Act or in these Bylaws have the same meaning as may be assigned to them in the Land Titles Act, R.S.A. 2000, c. L-4 or the Law of Property Act, R.S.A. 2000, c. L-7, 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 a reference to one gender shall include reference to other genders or neuter, as required, and words importing persons include firms and corporations and vice versa, where the context so requires.

2. MISCELLANEOUS PROVISIONS

In addition:

(a) Headings

The headings used throughout these Bylaws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any Bylaw.

(b) Rights of the Corporation and Owners

The rights and obligations given or imposed on the Corporation or the Owners under these Bylaws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act.

(c) Conflict With Act

If there is any conflict between the Bylaws and the Act, the Act prevails.

(d) Extended Meanings

If and whenever reference hereunder is made to "repair", it is hereby implied and extended to include in its meaning the making of improvements or betterments or the enhancement or replacement with a better thing of or for anything to which such repair could be made.

II. THE OWNERS

3. DUTIES OF THE OWNERS

An Owner SHALL:

(a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' written notice (except in case of an Emergency Situation when no notice is required), to come onto their Unit and to enter any Building thereon for the purpose of:

(i) inspecting the Unit, Building or Managed Property;

(ii) maintaining, repairing, renewing, operating or to ensure the operation of, either or both, the Common Property or Managed Property, including all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities;

(iii) ensuring that the Bylaws are being observed;

(iv) doing any work for the benefit of the Corporation generally; or

(v) gaining access to meters and/or valves relating to any utility;

PROVIDED THAT if entry is to be into a Building:

(vi) a notice, in writing, stating the reason for the entry, and noting the date and time of entry, shall be served on the Owner of the Unit or an adult person in possession of the Building at least twenty-four (24) hours before the time of entry;

(vii) the entry is between 8:00 a.m. and 8:00 p.m.; and

(viii) entry to be on a day that is not a holiday, except that the person may enter on a Sunday if the day of religious worship of the adult person in possession of the Building is not Sunday and that the adult person has provided to the person wishing to enter the Building a written notice of the adult person's day of religious worship.

Each Owner hereby consents to the Corporation or its agents entering upon Managed Property of a Unit without notice for any purpose set forth in subparagraph (a) above.

In the unlikely event the Corporation must gain access to a Building for the aforesaid purposes by using a locksmith, after reasonable effort has been made to contact the Owner, the cost of such locksmith may be borne by the Unit Owner.

(b) forthwith:

(i) carry out all work that may be ordered by the Municipality or public authority in respect of their Unit; and

(ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Unit;

(c) duly and properly repair, maintain and replace (when required) at the expense of the Owner and subject to the prior written approval of the Corporation as to the type and specifications for any window hardware, door or sliding glass door hardware, screen door, storm door, air-conditioning equipment, mailbox, doorbell buttons, planters or flower beds, and Owner-initiated Improvements and Betterments:

(i) all appliances and fixtures, the interior of the Building on their Unit, and all improvements and additions thereto, including any basement finishing and all Owner-initiated Improvements and Betterments;

(ii) the concrete basement floor and garage floor;

(iii) with regard to windows, doors and sliding glass doors:

A) all windows located on the interior walls of the Building, day to day repair and maintenance of windows on exterior and interior walls of the Building, any window screens, all window hardware (including all cranks, hinges and latches), and any adjustments thereto. The Owner shall wash, as required, the interior and exterior surface of all windows and sliding glass doors located on the exterior walls of a Building;

B) all doors located on the interior walls of the Building, day to day repair and maintenance of garage doors, sliding glass doors, and doors on exterior and interior walls of the Building, screen doors and storms doors, and all sliding glass door and door hardware (including all hinges, knobs, locking devices, keys, tracks and mechanisms, security viewers and garage door openers and remotes), and any adjustments thereto. An Owner shall paint the interior surface of Building access doors; and

C) the interior trim of all windows, sliding glass doors and Unit access doors including caulking, painting, weatherstripping and weather seals;

(iv) the furnace, hot water tank, smoke detectors and all thermostats located within the Building;

(v) the mailbox and doorbell buttons attached to the Building;

(vi) bulbs in the light fixtures attached to the exterior of the Building;

(vii) any gas fireplace and associated venting;

(viii) any central or wall or ceiling mounted air-conditioning equipment installed by the Owner with the prior written consent of the Board;

(ix) all plumbing, wiring and electrical beyond the service drop in each unit, EXCLUDING the shut off valve for water (which shall be the responsibility of the Corporation) and the main shut off breaker in the electrical box (which shall be the responsibility of the Corporation);

(x) any Owner-initiated planters or flower beds; and

(xi) any Owner-initiated Improvements and Betterments to Managed Property, including yard areas;

and keep the Owner's 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 Bylaws.

(d) maintain and keep in a neat, clean and tidy state and appearance consistent with and in total integrity with the balance of the Project, their Unit, all Buildings and all improvements and additions thereon and if an Owner shall not maintain their Unit to a standard similar to that of the remaining Project, 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 these Bylaws shall apply. Garden hoses shall be neatly coiled and on hose brackets or portable hose carriers when not in use and tucked neatly against the side or back wall of the Building;

(e) not paint the exterior of the Unit or Building nor make any repairs, additions or alterations to the Common Property, the Managed Property, the exterior of the Building (INCLUDING interior and exterior load bearing and partition walls) or to the common plumbing, common mechanical or common electrical systems within the Building or to their Unit or to the landscaping or grade of their Unit or the exterior improvements thereon without first obtaining the written consent of the Board;

(f) use and enjoy their Unit and the Common Property in accordance with these Bylaws 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;

(g) not use their Unit or Building or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause any insurance maintained by the Corporation to be cancelled, declined or its premium rates increased or that will cause nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;

(h) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with their Unit;

(i) notify the Corporation forthwith upon the occurrence or discovery of any damage, destruction, or compromise to the Common Property or any part of their Unit that may affect the Common Property;

(j) not plant any trees or shrubs on a Unit without prior written consent of the Board. Any placement of trees or shrubs or change of species of trees or shrubs must be approved by the Board;

(k) comply strictly with the Act, these Bylaws, the Architectural Standards and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to their Unit to similarly comply;

(l) pay to the Corporation (or if requested, to the Manager) when due all contributions levied or assessed against their Unit and all other amounts due from the Owner to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act and Section 76 of the Regulation;

(m) (m) pay to the Corporation all legal expenses incurred as a result of it having to address a violation or infraction of the Bylaws or the Act, both before and after commencement of any enforcement proceedings if necessary, or to collect any Common Expenses levied or assessed against their Unit and all other amounts due to the Corporation under these Bylaws,

and such expenses shall be paid on a solicitor and their own client full indemnification basis;

(n) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Building, Common Property, Managed Property or any Unit caused by or aggravated by, such Owner, their Occupants or invitees or originating from the Unit of such Owner, or by any default under these Bylaws by such Owners, their Occupants or invitees (regardless of whether an insurance claim is made by the Corporation or not);

(o) carry a condominium Unit Owner's insurance policy in accordance with Bylaw 46 and in consultation with their professional insurance provider;

(p) if the Owner wishes the Corporation to respond to their suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to respond to any suggestion, question or complaint that is not in writing and properly submitted to the Manager;

(q) if requested by the Corporation, provide pre-authorized debit information and subscribe to an automated debit service, or provide twelve (12) post-dated cheques for the payment of such instalments for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;

(r) pay to the Corporation, on demand, any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner or any returned automatic bank debit fee;

(s) be deemed to have consented to the use of security camera and surveillance equipment in the Project to be used by the Board as reasonably required to enforce Bylaws and efficiently control, manage and administer the Project;

(t) treat all other Owners, Occupants, their families, visitors, Board members, property managers, property administrators and all contractors and workers at the Project with respect and courtesy and refrain from using abusive language, or threatening or improper behavior at anytime;

(u) unless expressly directed to do so by the Board, an Owner shall not provide instruction or direction to any contractors or agents of the Corporation, and shall not interfere with or prevent any contractors or agents of the Corporation from undertaking maintenance, repairs, remediation or replacement work on behalf of the Corporation; and

(v) not unreasonably interfere with the lawful activities of the Board or the Corporation.

III. THE CORPORATION

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) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth), the Managed Property, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;

(b) do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all necessary steps it sees fit to uphold these Bylaws;

(c) maintain and repair (INCLUDING renewal where reasonably necessary) all common lighting, all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the supply and return of utilities outside the interior finishing of a Building, and all utilities on Managed Property or on Common Property;

(d) maintain, repair and replace, subject to any obligations imposed by these Bylaws, or by the Corporation, upon any Owners to care for and maintain any part of their Unit, Managed Property or the Common Property over which such Owners are granted exclusive right of use:

(i) the exterior or outside surfaces of the Buildings comprising the Units (EXCEPT to the extent the Owner is required to repair and maintain windows, sliding glass doors and doors under Bylaw 3(c)) including:

A) exterior cladding, roofing materials, eavestroughs, soffits, downspouts, exterior drains and exterior beams, and foundations (excluding concrete basement floors and garage floors);

B) all windows on the exterior walls of the Buildings (including the glazing, frames, and the exterior window casing and mouldings) for end of life replacement;

C) all sliding glass doors, doors, and garage doors, and their rollers and mechanisms on exterior walls of the Buildings (including the frame and the exterior door casing and mouldings) for end of life replacement, and painting of the exterior surface finishing of Building access doors and garage doors;

D) all exterior window, sliding glass door, and door trim (including painting thereof); and

E) any exterior caulking and repair of any leakage around windows, sliding glass doors, and doors;

(ii) house numbers and light fixtures (excluding their bulbs) attached to the Buildings;

(iii) common landscaping (except Owner-initiated planters or flower beds or any other Improvements or Betterments), shrubbery, grass, plants, and trees;

(iv) all sidewalks, front steps and landings, driveways and the common roadway;

(v) all common fencing, privacy dividers, decks, 8' x 12' patios, retaining walls, and related rails, panels and posts (except any Improvements and Betterments to Managed Property yard areas);

(vi) all vents on the roof or on the exterior of a Building;

(vii) all utility and service lines and facilities up to and including the shut off valve for water and the electrical box main shut off breaker, all common utilities serving more than one Unit in or through the Units and all utilities on Managed Property or on Common Property, including any underground sprinkler system;

(viii) the garage type enclosures used to store waste, recycling and/or organic materials containers and maintenance equipment for the Corporation; and

(ix) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Buildings and the Managed Property and the Common Property including the structural maintenance of any area outside the interior finishing of a Building except as set forth herein;

(e) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any 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 of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;

(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, in the Province of Alberta, with a chartered bank or trust company or ATB Financial or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;

(g) subject always to and in accordance with the Act and any Regulation:

(i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair and prudent. It shall be used (and reasonably expected to provide sufficient funds) to pay for major repairs and replacements of:

A) any portions of the Units for which the Corporation is responsible;

B) any real and personal property owned by the Corporation; and

C) the Common Property; and

D) the Managed Property;

where the repair or replacement is of a nature that does not occur annually. Funds from the Capital Replacement Reserve Fund may be used for the required report prepared by an expert examining the conditions of the property set forth in subparagraph (i) above;

(ii) maintain such funds in separate trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;

(iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the reserve fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act;

(iv) prepare an annual report for each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:

A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;

B) all payments made into and out of the reserve fund for that year and the sources and uses of those payments;

C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;

D) the amount of the reserve fund projected for the current fiscal year;

E) total payments by Ordinary or Special Resolutions into, and payments out of, the reserve fund for the current fiscal year; and

F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;

(v) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;

(vi) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to

each Owner prior to the collection of any further funds for the purposes of the reserve fund; and

(vii) within ten (10) days of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the request at their own expense, a copy of the most recent reserve fund report, reserve fund plan or annual report;

(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 the Board may deem justifiable in the management or administration of the entire Project;

(i) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property, any area designated for vehicular or pedestrian traffic or outside parking, including individual driveways, walkways, front steps and landings, and keep and maintain and repair (INCLUDING renewal where reasonably necessary) all grassed and landscaped areas (except Owner-initiated planters, flower beds and Improvements and Betterments), including the mowing of grass on Managed Property which is accessible by power mowers, PROVIDED THAT an Owner shall, if necessary, clear snow, slush and debris from decks and patios;

(j) arrange for regular pick-up of garbage, recycling and/or organic materials if the Municipality does not;

(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 16.1 of the Act;

(l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of any easement, caveat or similar grant to any utility company, Municipality or local authority and comply with the terms of any utility rights-of-way or easements, grants or other interests applicable to the Parcel and registered against any Unit title;

(m) establish, maintain and replace, at the discretion of the Board, lawns, trees and shrubs and other landscaping on the Common Property and Managed Property;

(n) repair and maintain the entrance features located on the Common Property, including the landscaping immediately around the entrance features so as to keep same in substantially the same or similar condition as existing at the installation of such entrance features, excepting reasonable wear and tear;

(o) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner;

(p) be responsible for end of life replacement of windows, sliding glass doors, and doors on the exterior of a Building. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner; and

(q) enforce the Architectural Standards and take all necessary steps it sees fit to uphold the standards, guidelines and specifications of same.

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, Managed Property, or their Units or any of them, provided that real property shall only be acquired or disposed of by Special Resolution;

(b) borrow monies required by it in the performance of its duties or the exercise of its powers, provided that each such borrowing and all outstanding loans during that fiscal year in excess of fifteen (15%) percent of the Corporation's revenues as set out in the most recent financial statements of the Corporation has been approved by Special Resolution;

(c) 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 of any property vested in it, or by any combination of those means;

(d) invest as it may determine any contributions toward the Common Expenses, subject to the restrictions set forth in Section 43 of the Act;

(e) 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 Occupant thereof;

(f) generally assign, designate or grant to an Owner the right to exclusive use, enjoyment or special privileges in respect of that part of the Common Property or Managed Property adjoining or related to such Owner's Unit for such consideration and on such terms and conditions as it deems requisite, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner;

(g) 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 Managed Property and the Common Property and do all things reasonably necessary for the enforcement of the Act, these Bylaws and for the control, management and administration of the Managed Property and the Common

Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;

(h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;

(i) raise the amounts of money so determined by levying contributions on the Owners in proportion to their Unit Factors for their respective Units or as otherwise herein provided;

(j) charge interest under Section 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;

(k) pay an annual 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;

(l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;

(m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;

(n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;

(o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise by law, have such powers and do all such things which corporate body shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended from time to time) and do all things and have such rights, powers and privileges of a natural person; and

(p) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

IV. BOARD OF DIRECTORS

6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any lawful restriction imposed or direction given by Ordinary Resolution at a General Meeting, be exercised and performed by the Board.

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

(a) The Board shall consist of not fewer than three (3) nor more than seven (7) Owners, Spouses of Owners, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board.

(b) A Board member must be eighteen (18) years of age or older.

(c) Where a Unit has more than one (1) registered Owner, only one (1) Owner or their Spouse in respect of a Unit may sit on the Board at any point in time.

(d) Every member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships they may have with the Corporation either contractual, financial or employment related, not be present for the discussion and refrain from voting on such matter of conflict.

(e) Every member of the Board shall:

(i) exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view to the best interests of the Corporation; and

(ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(f) An individual who ceases to be a Board member or officer of the Corporation shall return all Corporation property and documents to the Corporation within fourteen (14) days after ceasing to be a Board member or officer.

(g) Current and former Board members and officers of the Corporation shall not share confidential information with any other person ("confidential information" includes, but is not limited to, deliberations of Board members, statements made by Board members at meetings, matters pertaining to specific Owners and any communication from an Owner to the Board).

(h) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board.

8. TERM OF OFFICE AND RETIREMENT FROM BOARD

A Board member shall be elected for a one (1) year term, which expires at the next annual General Meeting. At each annual General Meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect or re-elect new members accordingly.

9. ELIGIBILITY FOR RE-ELECTION TO BOARD

A retiring member of the Board shall be eligible for re-election. Those entitled to accept nomination must either be in attendance at the annual General Meeting or have agreed in writing to the nomination.

10. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at a special General Meeting, remove any member of the Board before the expiration of their term of office and appoint or elect another Owner in their place, to hold office until the next annual General Meeting.

11. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 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 Bylaw 7. Such appointed member shall have the same rights and responsibilities as duly elected Board members.

12. QUORUM FOR BOARD

A quorum of the Board is a majority of Board 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. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

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 President, a Vice-President, a Treasurer and/or 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 elected or appointed. A person ceases to be an officer of the Corporation if they cease 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 (2) offices.

14. CHAIRPERSON OF BOARD MEETINGS

The President shall act as Chairperson of every meeting of the Board where they are present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President the members present shall, appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting. Each meeting of the Board that is not held entirely by electronic means, shall be held within the Municipality unless the Owners agree, by Ordinary Resolution passed at a General Meeting, to hold the meeting in another location. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members and invitees of the Board.

15. DUTIES OF OFFICERS

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

16. VOTES OF BOARD

Calculating votes shall be determined as follows:

(a) At meetings of the Board, all matters shall be determined by simple majority vote. The President shall be the Chairperson of the Board and shall have a casting vote to break a tie in addition to their original vote.

(b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

(c) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board.

(d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, they must disclose their interest, not be present for the discussion and refrain from voting on such agreement or transaction and shall not be counted when determining whether a quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act.

(e) All Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board.

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' notice of a meeting proposed by them, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as they may specify without the necessity of the President 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 Managed Property and the Common Property and the exercise and performance of the powers and duties of the Corporation;

(c) subject to any legally 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 any professional real property management firm 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 Corporation and the Board, with such Manager to be reasonably fit and suited to perform such duties. The Manager contracted 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 a good, timely and sufficient fashion. Under such contract, if a Manager handles money for the Corporation, the contract shall require the Manager to arrange crime coverage/fidelity bond insurance under the Corporation's insurance policy to protect the Corporation. The fidelity bond is then owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall cover malfeasance by a Manager, the directors and officers, or its employees and shall be in the amount required by the Corporation but in any event at least the sum of:

(i) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and

(ii) the maximum balance of the operating account during the previous twelve (12) month period.

The amount of the crime coverage insurance or fidelity bond(s) shall be reviewed at least once every two (2) years;

(e) enter into an insurance trust agreement in form and on terms as required by any Insurance trustee; and

(f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

18. ADDITIONAL DUTIES OF THE BOARD

A. The Board SHALL:

(a) subject to any legally valid restrictions imposed or directions given pursuant to an Ordinary Resolution passed 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 at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;

(c) cause minutes to be kept of General Meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners or their agents and to mortgagees who have 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) deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation within three (3) banking days of receipt and all money paid to the Corporation is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;

(f) keep all such trust money intact and not withdraw, convert, direct, borrow or commingle such money with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board;

(g) prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation. Such financial statements shall be prepared in accordance with generally accepted accounting principles;

(h) maintain financial records of all the assets, liabilities and equity of the Corporation;

(i) on written application of an Owner or mortgagee, or any person authorized in writing by the Owner, make the books of account available for inspection at a time convenient to such Board member;

(j) at least once a year, cause the books and accounts of the Corporation to be audited, reviewed or compiled by an independent Chartered Professional 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 notified its interest to the Corporation in writing, a copy of the audited, reviewed or compiled Financial Statements of the receipts of contributions of all Owners toward the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report, a Review Engagement Report or a Notice to Reader Report within one hundred and twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor, reviewer or compiler shall be submitted to each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;

(k) keep a register noting the names, addresses and telephone numbers of all Owners and any mortgagees who have given notice of their interests to the Corporation;

(l) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;

(m) within thirty (30) days from the conclusion of the Corporation's annual General Meeting, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and address of each member of the Board;

(n) promptly following a change in the membership of the Board, a change in the name of a member of the Board, or a change in the address of a member of the Board, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the change;

(o) 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;

(p) upon request and if required by the Canada Revenue Agency, file or cause to be filed a Statement of G.S.T., a corporate tax return and/or an updated annual non-profit information return for the Corporation;

(q) upon 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) the particulars of:

A) any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation;

B) any unsatisfied judgment or order for which the Corporation is liable; and

C) any written demand made on 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;

(ii) a statement setting out the amount of the Capital Replacement Reserve Fund;

(iii) a statement setting out the amount of the contributions and the basis on which that amount was determined;

(iv) a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the Buildings that are included on the Condominium Plan;

(v) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;

(vi) the particulars or a copy of any subsisting or prior management agreement;

(vii) the particulars or a copy of any subsisting recreational agreement;

(viii) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;

(ix) a copy of the budget of the Corporation;

(x) a copy of the annual financial statements;

(xi) a copy of the Bylaws;

(xii) in respect of a particular fiscal year, a copy of:

A) all approved minutes (of proceedings) of all General Meetings of the Corporation, if available;

B) draft minutes of General Meetings, if approved minutes are not available, for meetings that occurred at least thirty (30) days before the date of the request; and

C) approved minutes of Board meetings;

(xiii) a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;

(xiv) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a parking stall or storage unit;

(xv) a consolidation of all the rules made by the Corporation under section 32.1 of the Act;

(xvi) a list of the names and addresses for service of the members of the Board;

(xvii) the text of Ordinary and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;

(xviii) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;

(xix) copies of insurance certificates held by the Corporation;

(xx) copies of policies of insurance held by the Corporation;

(xxi) the current Standard Insurable Unit Description for the Units; and

(xxii) copies of reserve fund plans, reserve fund reports and annual reports.

B. The Corporation may provide any prescribed information requested under this Bylaw in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form.

C. The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, or making the books of account available for inspection, shall be entitled to charge fees for the production thereof in accordance with the Regulation, or for making the books of account available for inspection.

19. DEFECTS IN ELECTION OR 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 election, appointment or continuance in office of any member of the Board, as valid as if the member had been duly elected, appointed or had duly continued in office.

20. VACATING OFFICE OF BOARD MEMBER

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

(a) resigns their office by notice in writing to the Corporation;

(b) dies;

(c) is more than sixty (60) days in arrears of any contribution, levy or assessment required to be made by them as an Owner;

(d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;

(e) is more than sixty (60) days in default of any obligation owing to the Corporation in respect of the Owner's Unit or Common Property

(f) or company, in the case of a company which is a member of the Board, is in arrears as set forth in subparagraph (c), (d) or (e) above, makes an assignment for the benefit of creditors, or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or restructuring;

(g) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act (Canada)*; R.S.C. 1985, c. B-3;

(h) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;

(i) is convicted on an indictable offence for which the member is liable to imprisonment for a term of not less than two (2) years;

(j) attends any Board meeting while intoxicated by alcohol or incapacitated by drugs or other substances;

(k) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that their office be vacated;

(l) ceases to qualify for membership pursuant to Bylaw 7;

(m) is refused bonding, at a reasonable premium, by a recognized bonding institution;

(n) or Spouse of the member, commences or threatens in writing to commence any legal proceedings against the Board or the Corporation;

(o) violates any code of conduct or privacy policy as established by the Board ;or

(p) violates or defaults under any Bylaw and has failed to remedy such violation or default after ten (10) days' notice to do so from the Board, or such shorter or longer date as may be specified in said notice.

21. SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, the manner in which an officer or officers 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.

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 at least one (1) member of the Board or by the persons as may be authorized from time to time by resolution of the Board.

V. OWNERS' MEETINGS

23. GENERAL MEETINGS

An annual General Meeting shall be held annually. Not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. General Meetings shall be held within the Municipality unless the Owners agree, by Ordinary Resolution passed at a General Meeting, to hold the meeting in another location, or, alternatively, may be convened by the Board by electronic means in accordance with the Act.

24. SPECIAL GENERAL MEETINGS

All General Meetings other than annual General Meetings shall be called special General Meetings.

25. CONVENING SPECIAL GENERAL MEETINGS

The Board may, whenever it thinks fit, and shall, upon a requisition in writing:

(a) by Owners entitled to vote representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;

(b) 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 fifteen (15%) percent of the total Unit Factors; or

(c) from a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

convene a special 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.

26. NOTICE OF GENERAL MEETINGS

Notices of General Meetings shall be as follows:

(a) a minimum of fourteen (14) days' 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;

(b) notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat; and

(c) in computing the number of the days of notice of a General Meeting required under these Bylaws, 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.

27. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

(a) all business that is transacted at any annual or special General Meeting with the exception of the election of the Chairperson, calling of the roll, certification of proxies and proving notice of meeting, consideration of accounts and financial statements, appointment of auditors, and resignation and election of members to the Board, shall be deemed Special Business;

(b) the nature of such Special Business and the text of any resolution to be submitted to the meeting must be set forth in the Notice of General Meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;

(c) items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by Ordinary Resolution;

(d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board, and may be held in person or by electronic means, at the Board's discretion;

(e) a person attending a General Meeting by electronic means who is entitled to vote at the meeting may vote by electronic means that the Corporation has made available for that purpose, and is deemed to be present in person at the General Meeting;

(f) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum; and

(g) within sixty (60) days after an annual General Meeting, the Corporation shall provide to any Owner or mortgagee who has given notice to the Corporation, the approved or draft minutes of the annual General Meeting.

28. QUORUM FOR GENERAL MEETINGS

Except as otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons with a right to vote is present at the time when the meeting proceeds to business. Persons representing not less than twenty-five (25%) percent of all Units present in person or by proxy shall constitute a quorum. A Unit may be represented by any one Owner or proxy.

29. ADJOURNMENT FOR LACK OF QUORUM

If within five (5) minutes from the time appointed for an annual General Meeting a quorum is not present, the meeting shall stand adjourned for five (5) minutes to allow further Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum. If within fifteen (15) minutes from the time appointed for a special General Meeting a quorum is not present, the meeting shall be at an end and no business shall be transacted.

30. CHAIRPERSON FOR GENERAL MEETINGS

The President of the Board shall be the Chairperson of all General Meetings or in their absence from the meeting or in case they shall vacate the chair, the Vice-President of the Board shall act as Chairperson provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairperson.

31. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at annual General Meetings, and as far as is appropriate at all special General Meetings, shall be:

(a) if the President and Vice-President of the Board shall be absent or elect to vacate the chair or refuse to act, the election of the Chairperson of the meeting;

(b) call to order by the Chairperson, certifying proxies and establish quorum;

(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 auditors;

(i) unfinished business;

(j) resignation of Board members;

(k) motion confirming number of Board members;

(l) election of Board members;

(m) new business; and

(n) adjournment.

VI. VOTING

32. VOTING AT GENERAL MEETINGS

At any General Meeting a resolution by the vote of the meeting shall be decided on a show of hands, 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 Chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters at a General Meeting shall be determined by Ordinary Resolution voted upon by a show of hands unless a poll vote is demanded.

33. POLL VOTES

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

34. VOTING CALCULATION

Voting calculation shall be as follows:

(a) On a show of hands, each Unit is entitled to one vote.

(b) On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.

(c) Notwithstanding anything to the contrary herein contained, the Chairperson, if they determine such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.

(d) An Owner has the right to vote with respect to each Unit owned and where required, the right to vote the Unit Factors for each Unit owned.

35. VOTES PERSONALLY OR BY PROXY

Votes at any General Meeting may be given either personally or by proxy.

36. PROXIES

An instrument appointing a proxy shall be in writing under the hand of the appointer or their attorney, and may be either general or for a particular meeting. A proxy need not be an Owner. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner. Any proxy may be revoked by notice in writing filed with the Board before the time of the meeting or by the appointer's attendance at the meeting. The Chairperson of the meeting shall rule on the validity of any proxy.

37. ELIGIBILITY TO VOTE

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of their Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

38. VOTE BY CO-OWNERS

Votes by Co-Owners will be governed by the following terms:

(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 a Unit as is proportionate to their 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.

39. RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by each Owner or their duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

40. SUCCESSIVE INTERESTS

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

41. TRUSTEE VOTE

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

42. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of voting conferred on an Owner may or shall be exercised by the mortgagee, and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

VII. BYLAW ENFORCEMENT

43. VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

(a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, their servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate) may be corrected, remedied or cured by the Corporation. Any costs or expenses incurred or expended by the Corporation including legal costs on a solicitor and his own client full indemnification basis, 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 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 both before and after judgment 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 infraction or violation of these Bylaws or any rules or regulations established pursuant to these Bylaws by the Owner, their servants, agents, licensees, invitees or Tenants, for which ten (10) days' prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal costs on a solicitor and his own client full indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies.

(c) If the Board determines that a breach of any Bylaw has occurred:

(i) The Board may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, the time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach.

(ii) Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the initial monetary sanction to be up to Five Hundred ($500.00) Dollars with a subsequent monetary sanction of up to One Thousand ($1,000.00) Dollars to a total maximum amount of Five Hundred ($500.00) Dollars for the first week for the first instance of non-compliance, and One Thousand ($1,000.00) Dollars for each subsequent week or each week of any subsequent non-compliance (or such greater or lesser amount as may be permitted by the Act or Regulations thereto), to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate.

(iii) The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified.

(iv) If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction.

(v) Each day of a continuing breach shall be deemed a contravention of a Bylaw.

(d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction.

(e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of Units or any transfer, lease, mortgage or other dealing with the Units or of destroying or modifying any easement implied or created by the Act.

(f) Any member of the Board or employee of the Corporation who observes that an Owner or their agents, licensees or invitees are violating the provisions of Bylaw 62.C may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Parcel in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The vehicle owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the Project by such towing, or to such vehicle while on the Parcel or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Project by such violation.

44. ARBITRATION AND MEDIATION

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43.

VIII. DAMAGE AND INSURANCE

45. DAMAGE OR DESTRUCTION

Damage or destruction shall be governed by the Board in the following manner:

(a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty-five (25%) percent or more of the replacement value of all Buildings on the Units, Managed Property and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph 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 a special General Meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given to all Owners and mortgagees who have given notice.

(b) Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred twenty (120) 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 appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Owners for such deficiency as part of the Common Expenses. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner pursuant to these Bylaws.

(c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred twenty (120) days after the damage or

destruction not to repair, the Board may on behalf of the Owners make application to terminate the condominium status of the Parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent 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, if any, and 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.

(d) 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 in or upon any part of the Common Property or Managed Property designated for the exclusive use of any Owner.

(e) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner 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 Bylaws, whichever is the greater.

(f) Where the Corporation is required to enter a Unit or a Building for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit or Building, and capable of being used in connection with the enjoyment of any other Unit, Building, Managed Property or the Common Property, 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 or Building to its former condition, leaving the Unit and Building clean and free from debris.

(g) Notwithstanding anything to the contrary herein expressed or implied:

(i) Each Owner shall be responsible to pay for damage caused to any Unit, all items on any Unit, the Managed Property or the Common Property by:

A) themselves;

B) members of their family;

C) their Tenants or members of their families;

D) their invitees and contractors or licensees;

E) their pets; or

F) non-reporting of any damage to or repair or maintenance required that, if not repaired, remedied or rectified, may result in further damage to or further repair or maintenance required to any Unit or Common Property for which the Corporation is responsible;

that are not required by these Bylaws to be insured against by the Corporation (or are in fact insured against by the Corporation, whether required or not).

(ii) The Corporation shall repair such damage to a Unit (for which the Corporation is responsible to repair), Managed Property or Common Property in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon their Unit to the same extent as it would be if it were a contribution levied against the Unit.

46. INSURANCE

The insurance of the Corporation shall be governed by the following terms:

(a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and, in particular, Section 47 of the Act and Part 6 of the Regulation, to the extent available, the following insurance:

(i) fire insurance with extended coverage endorsement for such perils as set forth in the Act and the Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance industry, of physical loss or damage) insuring:

A) all of the insurable Common Property;

B) all insurable property of the Corporation, both real and personal of any nature whatsoever; and

C) all of the Units, to the standard Unit as determined by the most recently approved SIUD, including all Buildings and Managed Property, (BUT EXCLUDING all Improvements and Betterments made to the Units, all furnishings, all unaffixed appliances, and all other personal property of each Owner whether or not installed in the Building or Unit);

for the full replacement cost thereof, without deduction for depreciation; and

D) the interests of, and naming as, insureds:

1) all Owners from time to time;

2) all mortgagees who have given written notice of their interests to the Corporation;

3) the Corporation; and

4) the Board of Directors and any person referred to in Bylaw 17 hereof;

(hereinafter collectively called the "Insureds") as their respective interests may appear;

(ii) 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 and such insurance shall be limited to liability in an amount not less than Two Million ($2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;

(iii) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles 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 them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a member or officer of the Board;

(iv) liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property and Managed Property;

(v) liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles; and

(vi) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution.

For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

EACH OWNER IS RESPONSIBLE TO INSURE ANY IMPROVEMENTS AND BETTERMENTS TO THEIR UNIT, ALL FURNISHINGS, ALL UNAFFIXED APPLIANCES, ALL PERSONAL PROPERTY AND ANY RENTAL REVENUE.

(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 thirty (30) days' prior written notice to all Insureds;

(ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;

(iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;

(iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;

(v) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;

(vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and 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;

(vii) the policy shall be written on a stated amount basis;

(viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each Insured as if a separate policy had been issued to each Insured; and

(ix) subject to subclause (g) below, the Corporation shall obtain and pay for all glass insurance for the Project.

(c) Not less than every three (3) years, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, Managed Property, Units, Buildings and all of the property of the Corporation. Upon request, a copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the Common Property, Managed Property, Units, Buildings and any other property of the Corporation, the Board, in its discretion, shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor. A

copy of each such policy shall be forwarded upon request 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 upon request. 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, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board, its authorized representative, or the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.

(f) Any insurance carried by the Owners on their own Units shall provide that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Owner AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the rental revenue of Owners, interests of tenants against liability or other risks, or the interests of tenants or Owners for their Improvements and Betterments, belongings, contents, unaffixed appliances or other property. The insuring of any Improvements and Betterments, rental revenue, belongings, contents, unaffixed appliances or other property within a Unit is the sole responsibility of the Owner, tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any Improvements and Betterments, belongings, contents, unaffixed appliances or other property within or to the Unit, however caused.

(g) Owners shall carry insurance with respect to deductibles payable to the Corporation in an amount not less than the Corporation's insurance deductible.

(h) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that:

(i) an Owner (or members of their family, their Tenants or members of their families, their invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the potential claim; or

(ii) the loss or damage or the cause of the loss or damage that gave rise to the claim or the potential claim originated from the Owners Unit;

the Corporation may recover the deductible portion of the claim and any other losses or damages incurred by the Corporation (whether made or not) from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith (including legal costs on a solicitor and his own client full indemnification basis) and with the collection thereof incurred by

the Corporation, and such monies shall be a charge upon their Unit to the same extent as it would be if it were a contribution levied against the Unit.

IX. COMMON EXPENSES AND PAYMENTS

47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

The particulars that govern the contributions for Common Expenses and budgets shall include that:

(a) The Common Expenses of the Corporation shall be paid by the Owners in proportion to the Unit Factors for their respective Units or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:

(i) all levies or charges on account of any garbage, recycling and/or organic materials removal, electricity, water, sewer and fuel services and television antenna, cable or internet services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter 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 charges for cleaning or sweeping of parking areas, Managed Property, lawn maintenance and landscaping and for snow and debris clearance from the Managed Property or Common Property for which the Corporation is responsible;

(iv) all charges on account of lighting fixtures situated on the Common Property (excluding bulbs in the light fixture attached to the Buildings on the Units);

(v) all charges on account of maintenance for those portions of a Unit, Buildings, Managed Property, or Common Property for which the Corporation is responsible under these Bylaws;

(vi) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;

(vii) all charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit for which it is responsible or the Common Property, or the Managed Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless the amount is charged back to an Owner under Bylaw 45 or 46;

(viii) 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, auditing and engineering, all replacement reserve fund studies, reserve funds

reports, including all fees and disbursements related to any such services;

(ix) all reserves for repairs and replacement of Common Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;

(x) all costs of maintenance of the exterior walls, roof and other structural components of the Building;

(xi) the cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;

(xii) the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;

(xiii) the allocable or pro rata portion of the cost of any utility taken from any outlet or conduit which is billed directly to an Owner by the provider of such utility and which is used by the Corporation for purposes of operating or maintaining Common Property or Managed Property; and

(xiv) all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation.

(b) At least thirty (30) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner at the municipal address of their Unit or to such other address as notified to the Manager or the Corporation:

(i) a copy of the budget for the ensuing fiscal year; and

(ii) a notice of the assessment for their contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the Unit Factors for their respective Units, however, in the sole discretion of the Board, acting reasonably:

A) any expenses which should be paid on a per Unit basis to be fair and equitable, may be so charged;

B) any expenses which should be paid on another basis reflecting a more equitable allocation may be so charged, provided that the Board shall advise the Owners, in writing, of the change to and method of such alternative allocation; or

C) any expenses that relate directly and solely to the use, maintenance, improvement, operation, repair, replacement or restoration of all or part of the Common Property or Managed Property or of any one or more Units, and not all the Units, may be charged and shall be paid solely by the recipient Owners, as the Board may determine.

(c) The Board, acting reasonably, may assess against or reimburse in favour of any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner of assessment or reimbursement shall be notified to the Owner or Owners being assessed or reimbursed and without limiting the generality of the foregoing, allocation and assessment or reimbursement of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.

(d) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles, and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may, in the sole discretion of the Board, include a provision for contingencies and shall include a provision for the Capital Replacement Reserve Fund.

(e) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Buildings, the Managed Property and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.

(f) Each Owner's 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 first day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Board. If requested by the Corporation, an Owner shall provide pre-authorized debit information and subscribe to an automated debit service or provide twelve (12) post-dated cheques for the payment of such instalments.

(g) 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 or other amount owing to the Corporation first due.

(h) The Corporation shall, on the application of an Owner, purchaser or mortgagee or the solicitor of an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) 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.

(i) The omission by the Board 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 Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special levies, or any instalments 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 themselves from liability for their contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning their Unit.

48. SPECIAL LEVIES

The following provisions apply:

(a) The Board may, by resolution, assess and collect a special contribution or contributions (a "special levy") against each Unit to raise money:

(i) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the Corporation or Common Property or Managed Property;

(ii) to cover unexpected shortfalls in the operating account;

(iii) to increase the balance of the reserve fund to meet the requirements in a reserve fund plan required under the Regulations;

(iv) subject to subparagraph (c) of this Bylaw, for the payment of a capital improvement;

(v) to satisfy a judgment against the Corporation; or

(vi) for any other purpose provided for in the Regulation.

(b) A resolution of the Board to approve a special levy must set out the following:

(i) the purpose of the special levy;

(ii) the total amount to be levied;

(iii) either:

A) the method of determining each Unit's proportionate share of the special levy by Unit Factor; or

B) the method of determining each Unit's proportionate share of the special levy on a basis other than by Unit Factor, if the Board has elected to use another method as is provided for in these Bylaws; and

(iv) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.

(c) If the purpose of the special levy is for the making of a capital improvement, a Special Resolution is required before the Board may approve the special levy.

(d) As soon as possible after the passing of a resolution referred to in Bylaw 48(a) above, the Board must inform each Owner of the following:

(i) the purpose of the special levy;

(ii) the total amount to be levied;

(iii) the method of determining each Unit's proportionate share of the special levy;

(iv) the amount of the Owner's Unit's share of the levy; and

(v) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.

(e) If the amount collected exceeds the amount required or for any other reason is not fully used for the purpose set out in the resolution referred to in Bylaw 48(a) above, the Corporation must pay the money into the Capital Replacement Reserve Fund.

(f) All such special levies 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.

49. DEFAULT IN PAYMENT OF CONTRIBUTIONS, ASSESSMENTS, SPECIAL LEVIES, INSTALMENTS AND PAYMENTS

Default in payment of contributions, assessments, special levies, instalments, payments, and liens for unpaid contributions, assessments, special levies, instalments and payments shall be governed by the following terms:

(a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner in a Unit for any unpaid contribution, assessment, special levy, instalment or payment due to the Corporation. 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, special levy, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, special levy, instalment 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, special levy, instalment or payment which is in arrears for more than thirty (30) days,

shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, special levies, instalments 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 full indemnification basis from such defaulting Owner;

(b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a solicitor and his own client full indemnification basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, special levies, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to Section 39(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special levies, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;

(c) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, special levy, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien 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 their lien, thereby created, in accordance with the other terms and conditions of this Bylaw;

(d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, special levy, instalment 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 judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;

(e) The Owners specifically acknowledge and agree that in so far as liens, claims or charges for unpaid contributions, assessments, special levies, instalments or payments arise they shall specifically extend the statutory limitation periods as prescribed by law in the Province of Alberta, including, but not limited, to those prescribed under the *Limitations Act*, R.S.A. 2000, c. L-12, as amended or replaced from time to time, to a period of 10 years;

(f) In the event of any assessment or levy against a Unit or instalment 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, special levies, instalments 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, special levies, instalments and payments shall become payable on and as of the date of the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee; and

(g) All reasonable costs of the Manager, administrative costs and legal costs and disbursements incurred by the Corporation (INCLUDING legal costs on a solicitor and his own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, their servants, agents, licensees, invitees or Tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation.

X. MISCELLANEOUS

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 the Owner but this shall not prevent the enforcement against the Owner incurring the said expense of all obligations of the said Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

51. LEASING OF UNITS

In the leasing of Units, the following provisions shall govern:

(a) In the event that any Owner desires to lease or rent their Unit or Building they shall:

(i) give written notice to the Corporation of the Owner's intent to lease or rent the Unit and the term of the rental or lease, and provide the Corporation with:

A) the address at which the Owner may be served with any notice given by the Corporation; and

B) the name, telephone contact information, electronic mail address and the make, model and license plate number of the vehicle for the Tenant or proposed Tenant;

(ii) provide the Tenant with a copy of the Bylaws, and provide the Corporation an undertaking, in form satisfactory to the Corporation as

set forth in Bylaw 62.F and signed by the proposed Tenant or Occupant, that the proposed Tenant or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. If requested by the Board, the Tenant must provide to the Board a certificate of insurance evidencing existence of a Tenant's insurance policy within twenty (20) days of occupancy. The Owner shall not be released of any of their obligations and shall be jointly and severally liable with the proposed Tenant or Occupant with respect to such obligations; and

(iii) ensure that their Tenant or Occupant is in compliance with Bylaw 62.E.

(b) Within twenty (20) days after ceasing to rent the Owner's Unit, the Owner shall give written notice to the Corporation that the Owner's Unit is no longer rented.

(c) The Corporation IS HEREBY AUTHORIZED TO:

(i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;

(ii) give notices to give up possession of residential Units under Section 54 of the Act; and

(iii) make applications to the Court under Sections 55 and 56 of the Act;

(d) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom they rent the Unit is in default of payment of contributions, in which case the Tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner.

52. SEVERABILITY

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

53. NOTICES

The following provisions apply:

(a) Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:

(i) personally delivered to the recipient;

(ii) sent by ordinary or recorded mail to:

A) the address shown on the Certificate of Title to the Unit at the Land Titles Office;

B) an alternative address for service provided by the Owner to the Corporation;

C) the Corporation at its address for service shown on the Condominium Plan; or

D) a mortgagee at its address supplied to the Corporation; or

(iii) delivered by electronic mail to an electronic address provided to the Corporation by an Owner.

(b) Service of any notice referred to in these Bylaws is deemed to have been effected:

(i) upon the date of delivery if done personally;

(ii) on the date on which acknowledgement of receipt of recorded mail is signed;

(iii) seven (7) days after the date on which the document is sent by ordinary mail; or

(iv) twenty-four (24) hours after the document is sent by electronic means.

(c) An Owner or a mortgagee shall 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 Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

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, if such default continues for a period of ninety (90) days.

55. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to the Unit Factors for their respective Units, or otherwise in accordance with the principles set forth in Bylaw 47(b)(ii) or Bylaw 47(c), subject to the interests of any mortgagees.

56. COMPANY WHICH IS MEMBER OF BOARD

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

57. ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as their alternate representative on the Board and as such to attend and vote in their stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if they are a member of the Board they 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, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

58. PRIVACY AREAS AND PARKING AREAS

Privacy and parking areas shall be governed by the following terms:

(a) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any exclusive use area assigned or designated by it hereunder.

(b) While any such exclusive use area is not included in the Condominium Plan as part of a Unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such exclusive use area shall be maintained at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Corporation shall be responsible for clearing slush and snow from the roadway, outside parking areas, individual driveways, walkways, steps and landings, and mowing all grass which is accessible by power mowers, and structurally maintaining all parking areas, roadway, driveways, front steps and landings, decks, 8′ x 12′ patios, privacy dividers, fences and all walkways to a standard considered reasonable by the Board.

(c) If the Owner shall fail to properly maintain any such privacy area assigned to them after ten (10) days' notice to the Owner 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. Such monies and costs shall be recoverable by the Corporation as a contribution due to the Corporation

(including legal costs on a solicitor and his own client full indemnification basis).

(d) The term exclusive use area does not include any privacy divider, fence, rail, or similar structure bordering any Unit.

(e) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any 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 such exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.

59. PROPERTY TAXES

The property taxes and other Municipal and governmental levies or assessments against land, including Buildings and improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act.

60. INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every member of the Board, Manager, officer or employee and their heirs, executors and administrators against all loss, costs and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board member, Manager or officer of the Corporation, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. 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. All members of the Board must be insured by crime coverage insurance or bonded to cover malfeasance by the Board by a recognized bonding institution in an amount at least the sum of:

(a) the Capital Replacement Reserve Fund balance at the start of the current fiscal year; and

(b) the maximum balance of the operating account during the previous twelve (12) month period.

The Corporation shall review the amount of its crime coverage insurance or fidelity bond(s) at least once every two (2) years.

61. NON-PROFIT CORPORATION

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

(a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;

(b) any member of the Board or Owner may, from time to time, be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and

(c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 5(k).

62. USE AND OCCUPANCY RESTRICTIONS

Use and occupancy of Units shall be governed by the following terms:

(a) In this Bylaw:

(i) "Occupant" means a person resident in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for more than thirty (30) days in any calendar year; and

(ii) "Owner" includes a Tenant.

(b) The Board may make policy statements and rules as it deems appropriate to clarify the general restrictions set forth in these Bylaws and those policy statements and rules shall have the same force and effect as any Bylaw once the Board has given written notice to all Owners and Occupants in accordance with the Act.

(c) The restrictions in use of Units have the following purposes:

(i) to provide for the health and safety of condominium Occupants;

(ii) to maintain the Managed Property, Common Property and Units in such a manner as to preserve property values;

(iii) to provide for the peace, comfort and convenience of the Owners and Occupants; and

(iv) to develop a sense of community.

A. GENERAL

An Owner or Occupant SHALL NOT:

(a) use their Unit or Building, or any part thereof, for:

(i) any purpose which may be illegal or injurious to the reputation of the Project;

(ii) any commercial, professional or other business purposes; or

(iii) any purpose involving the attendance of the public at such Unit;

unless such use constitutes an authorized, permitted or discretionary use or approved "class 1 home occupation" as defined in the relevant Municipal bylaw, provided such home occupation does not require deliveries, signage or storage of stock-in-trade. No garage, auction or similar type sales shall be held anywhere on the Project without the prior written consent of the Board;

(b) use a Unit, or any part thereof, for licencing, hotel or guest house type purposes including, but not limited to, Airbnb, HomeAway, Tripping, FlipKey or VRBO;

(c) use a Unit for the mining of any decentralized digital currency or cryptocurrency, such as bitcoin;

(d) use a Unit to provide a day care centre or commercial babysitting services without the prior written consent of the Board, which consent may be arbitrarily withheld;

(e) make or permit noise within or about any Building or Unit or the Common Property or allow any odour to emanate or escape from their Unit or conduct themselves in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant or any person. No musical instrument, audio system, power tool, or other device shall be used within a Building or Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners without the prior written approval of the Board. No workman or contractor shall be permitted to do any work in any Unit that would disturb any Owner or Occupant between the hours of 6:00 pm and 8:00 am on weekdays or on Saturdays, Sundays or statutory holidays without the prior consent of the Board;

(f) use or permit the use of their Building or Unit other than for a private residential use, except as may be permitted pursuant to Bylaw 62.A(a) hereof;

(g) permit their Building or Unit to be occupied as a place of residence by other than one (1) family or more than three (3) persons at any given time without the consent in writing of the Board. Upon the request of the Board, an Owner shall advise the names and contact information for all persons residing in a Unit;

(h) do any act or permit any act to be done, or alter or permit to be altered their Building or Unit in any manner, which will alter the exterior appearance of the structure comprising their or any other Buildings or Units without the prior written approval of the Board. No surface or overhead covering shall be applied to a deck or patio without the prior written consent of the Board. Air-conditioning units may only be installed with the prior written consent of the Board. No changes shall be made to the drainage or landscaping on Units without the prior written consent of the Board;

(i) permit laundry, rugs, blankets or sleeping bags to be hung other than inside the Building on their Unit. Bathing suits and towels shall be permitted;

(j) erect or place any building, structure, improvement, fixture, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Unit, the Common Property or on the Managed Property without the prior written consent of the Board;

(k) permit, erect or hang over or cause to be erected or to remain outside any window, sliding glass door, door or any other part of the Building, the Unit or on the Common Property, fences, barriers, partitions, awnings, air-conditioning unit, extension cords, clotheslines, shades or screens or any other matter or thing without the prior written consent of the Board, which consent the Board may arbitrarily withhold or subsequently withdraw. In the event such consent is withheld or withdrawn, the Owner shall forthwith remove the item. No television, mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Building or on any Unit except as authorized by the Board and then, only in accordance with the regulations therefor which may be established by the Board. All requests for a satellite dish installation must be approved by the Board, and any installation of satellite dishes shall only be carried out by a qualified person approved by the Board. Any resulting damage from the installation or removal shall be the responsibility of the Owner;

(l) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials on their Unit or in any Building or on the Common Property or Managed Property, normal cleaning products, related household goods, and barbeques on rear decks and patios excepted;

(m) do anything or permit anything to be done or bring or keep anything in their Unit, their Building, the Common Property or the Corporation property which will or would tend to increase the risk of fire, flood, freezing of pipes or mechanical systems or the rate of insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;

(n) do anything or permit anything to be done by any Occupant within their Building, on their Unit or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

(o) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers, lawns and the grounds of the Common Property or Managed Property, or anything that interferes with the cutting of the lawns or the maintenance of the grounds generally, such as installing anything in gardens except live flowers, shrubs and natural enhancements, or placing tables, chairs, benches, children's play things, devices or other objects on the lawns and grounds of the Common Property or Managed Property in a location that interferes with the ability for the Corporation to undertake appropriate care and maintenance;

(p) deposit customary household refuse, garbage, recycling and/or organic materials outside the Building of their Unit other than in proper secure bags provided by the owners and placed in the containers in the waste enclosure shed. Additionally:

(i) all other bulk and hazardous waste items such as discarded household furnishings, electronic equipment, appliances, tires, paint, packing cartons or crates that the Municipality's Solid Waste Services Department will not normally collect shall be removed from the Project by the Owner at their sole cost and expense;

(ii) all recyclable or organic waste items for which bins are provided in the waste enclosure shed be disposed of as directed by the Board and/or the Municipality; and

(iii) no garbage shall be left outside a Unit or on the Common or Managed Property except in the waste enclosure shed as aforesaid;

(q) erect, place, allow, keep or display signs, billboards, advertising matter, "For Sale" signs, or other notices or displays of any kind on the Common Property, or Managed Property or in or about any Building on the Unit in any manner which may make the same visible from the outside of the Unit or the Building without the prior written consent of the Board;

(r) permit any member of their household, guests, visitors or pets to trespass on the Unit of another Owner;

(s) obstruct or permit any passage or driveways or parking areas to be obstructed by any Occupant, their family, guests or visitors or their vehicles;

(t) allow their Building or Unit to become unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up a Unit or the Common Property or Managed Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;

(u) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed or which results in or causes damage to any Unit, Managed Property or Common Property;

(v) dispose of fats, oils, grease, paint, towels, rags, personal hygiene products and wipes down sink drains, toilets, floor drains or into any part of the sewer system;

(w) be responsible for clearing snow other than from their deck or patio. An Owner shall not shovel or brush snow, run water, throw anything or allow anything to fall onto the Unit or Building of another Owner;

(x) use their front steps and landing, deck, patio or other areas outside of their Building for the storage of personal belongings or other goods or chattels or allow or cause any household or personal effects or articles belonging to them to be kept anywhere except inside the Building of their Unit when not in actual use. Additionally:

(i) each Owner will comply with all reasonable requests of the Board or its representatives regarding storage of such items;

(ii) professionally manufactured patio furniture, neat storage boxes and flower pots are allowed on front landings, decks and patios;

(iii) natural gas, propane, or electric barbeques are allowed on decks and patios;

(iv) no hanging flower pots or awnings shall be affixed to the Building or railings without the prior approval of the Board; and

(v) no storage of items is allowed on front steps, landings, decks or patios;

(y) prevent or prohibit access to and use of exterior electrical outlets or exterior water taps on a Building for purposes of maintaining Common Property or Managed Property. An Owner shall ensure the exterior water line and tap for the Building is winterized in each calendar year. An Owner shall be responsible to repair and maintain the exterior water line and tap and exterior electrical outlet on the Building. If the use by the Corporation is more than occasional use, the Corporation will reimburse the Occupant for the use;

(z) cook on deck or patio other than using a natural gas, propane gas or electric barbeque. All barbeques shall be kept at least twenty-four (24") inches from the exterior of the Building when in use. No charcoal briquette barbeques shall be used anywhere on the Project. No wood burning devices or open flame devices shall be installed or used on the Project. Propane or natural gas fire tables/bowls may be installed with the prior written approval of the Board;

(aa) without the prior written consent of the Board, have any right of access to those portions of the Managed Property or Common Property used from time to time for mechanical systems, utilities areas, Building maintenance, storage areas, operating machinery or any other parts of the Managed Property or Common Property used for the care, maintenance or operation of the Project generally;

(bb) use foil, bed sheets, towels, flags, newsprint or other objectionable material on any window or sliding glass door. An Owner shall not apply any tinting or security film to a window or sliding glass door that is visible from the exterior without the prior written consent of the Board;

(cc) consume any illegal substances anywhere on the Managed Property or Common Property;

(dd) feed or harbour squirrels, rabbits or other wild animals on any Unit or anywhere on the Common Property. No bird or wildlife feeders are allowed anywhere on the Project;

(ee) use a mailbox other than as a mail receptacle, and nothing shall be placed upon or hung from them;

(ff) render a Building or Unit unfit for human habitation. Units and Buildings must be kept clean and in good order and free of pests, insects and vermin. An Owner shall control all pests inside a Unit or Building (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control. Should an incident arise, the Owner shall inform the Board immediately;

(gg) install a hot tub anywhere on a Unit;

(hh) paint, decorate or otherwise alter any portion of a Building or a Unit required to be maintained by the Corporation without the prior written consent of the Board;

(ii) use any electrical outlet wired to the Common Property or use any Common Property water service for their own uses;

(jj) install or put in place, leave in place, allow to be installed or put in place or left in place:

(i) any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period between November 12th of each year to April 1st of the following year; or

(ii) any other seasonal decorations that will be visible from the exterior of the Unit with the exception of the time period ten (10) days before to ten (10) days after the occasion;

Any resulting damage from said decorations or their removal shall be the responsibility of the Owner;

(kk) install any flags, wind socks or wind chimes on the Managed Property or the Common Property without the prior written approval of the Board. No awnings are allowed on the exterior of the Building without the prior written approval of the Board;

(ll) leave a Building vacant or unattended to in excess of seven (7) days without inspection by the Owner or their agent and during such absence, take all reasonable precautions to protect against insurable loss, which reasonable precautions shall include shutting off the main water supply line in the Unit whenever the Unit is to be vacant for in excess of three (3) days;

(mm) use any skateboard, scooter, in-line skates, trick bicycles or any similar equipment on the Common Property or Managed Property in a manner, which in the sole opinion of the Board, constitutes a danger, nuisance or an unreasonable interference with the use and enjoyment of a Unit, Building, Managed Property or the Common Property by any other Owner or Occupant. No playing is allowed on a roadway or on the Common Property;

(nn) allow their Building or furnace to become inoperable during the heating season. An Owner shall take appropriate winterization steps to ensure that all heating systems are in working order and repaired, maintained, and replaced where necessary, and not leave windows, doors, or sliding glass doors ajar when the temperatures are such that freezing pipes may occur; or

(oo) use or permit any member of their household, guests or visitors to use any portion of the Common Property or Managed Property except in strict accordance with any rules and regulations therefor which may be established by the Board from time to time.

B. PETS

In the case of matters relating to pets, an Owner or Occupant shall not keep any animal of any kind, other than household animals and pets as are normally permitted in private homes in urban residential areas and then only if approved by the Board, which approval may be withdrawn on reasonable grounds on fourteen (14) days' notice. Additionally:

(a) no livestock, spiders, fowl or reptiles will be approved;

(b) all approved dogs and cats must be hand leashed outside a Building, and kept under control and in the custody of a responsible person at all times who shall not allow the animal to befoul or defecate on any Unit or Common Property or Managed Property of the Project;

(c) any Municipal bylaws in effect with respect to pets at any point in time shall have effect within the Managed Property and Common Property and Municipal enforcement officers are hereby authorized to enforce the said Municipal bylaws on the Managed Property and Common Property;

(d) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property or Managed Property necessitated by and caused by a pet;

(e) an Owner shall clean up any animal feces immediately from either the Common Property or the Managed Property;

(f) no pet shall be left unattended on Managed Property or Common Property or tied to any Managed Property railing;

(g) all pets must be properly immunized against communicable diseases and the Owner shall, if requested by the Board, provide proof of immunization to the Board within ten (10) days of such request;

(h) all pets required by the Municipality to be licensed must be licensed; and

(i) the Occupant of a Unit containing a pet shall enter into any agreement or agreements requested by the Board and provide any security required by the Board to ensure the pet is kept in accordance with these Bylaws and to remedy any damage caused by such pet.

C. PARKING AND MOTOR VEHICLES

In regard to parking and operating a Private Motor Vehicle on the Project, an Owner or Occupant shall not:

(a) use the common driveway or roadway or any part of the Common Property or Managed Property for the parking of any Private Motor Vehicles except in accordance with written consent from the Board. Overnight parking on the common driveway or roadway is strictly prohibited. Private Motor Vehicles may be parked on an Owner's driveway, provided that they do not extend into the common roadway or block any adjacent Unit or driveway;

(b) park or store any vehicle or allow any member of their household to park or store any vehicle on those areas of the Common Property designated for visitor parking without the prior consent of the Board;

(c) allow a visitor to their Unit to park anywhere on the Parcel except in visitor parking or on their driveway or in their garage;

(d) wash any motor vehicles anywhere on the Project other than in accordance with the rules and regulations set by the Board, and in such a manner as to not cause nuisance or annoyance to other Owners;

(e) carry out any major repairs or servicing to Private Motor Vehicles on the Project except in an enclosed garage;

(f) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment or any vehicle other than a Private Motor Vehicle to be parked or stored outside the garage of the Building without the prior written consent of the Board;

(g) keep on the Parcel (other than in an enclosed garage) any Private Motor Vehicle which is not currently licensed, insured, in operating condition and generally being used from day to day without the prior written consent of the Board;

(h) bring into the Project any vehicle other than a Private Motor Vehicle or drive any Private Motor Vehicle on the Parcel at a speed in excess of fifteen (15) kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;

(i) park any automobile anywhere on the Project which leaks any oil, grease, antifreeze or fuel or which is, in any other way, offensive or hazardous. If any leak shall occur, the Owner shall clean up such leakage as soon as reasonably possible. If not done expeditiously by an Owner, the Board may do so and charge all costs to the Owner; or

(j) bring onto or park or allow to be brought onto or parked on the Project any commercial motor vehicles except for those visiting during the daytime hours for business purposes.

D. <u>RENOVATIONS</u>

In the matter of renovations, an Owner or Occupant shall not make or cause to be made:

(a) any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical system changes, alterations or additions to their Unit or Building which affect other Units or Buildings;

(b) any structural alterations to be made to the outer boundary of any Building including load bearing walls; or

(c) any structural alterations to any ceiling or floor;

without first having the tradespeople, design and specifications of such alteration or addition or sun room approved in writing by the Board. If required by the Board, the Owner requesting such approval agrees to:

(i) submit detailed drawings and/or a detailed description of the proposed alteration, addition or renovation to the Board;

(ii) pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications or otherwise advise the Board (including advice that the Common Property and Managed Property will not be adversely affected);

(iii) obtain, at their own expense, and provide the Board with all required permits (including, but not limited to, building and development permits) and inspection reports within ten (10) days of receipt of the same. If any services which are shared by any other Unit or the Common Property are affected, then certificates shall be provided by experts as are required confirming how such service will be affected by the proposed change;

(iv) disclose all contractors and sub-contractors and provide evidence of appropriate insurance coverage, such as commercial general liability insurance, construction insurance (if applicable) and WCB coverage;

(v) ensure any workers, tradespersons, contractors and subcontractors retained to do the work meet such reasonable standards of certification, qualification, expertise and proficiency as required by industry standards or as established by the Board;

(vi) provide copies of any final plans showing the changes after the renovations are completed, drawn on an "as-built" basis;

(vii) pay any costs incurred by the Corporation for restoration or removal by the Board (or its duly authorized representative(s)) of any alteration or addition made by an Owner without such approval. Such costs shall bear interest at the Interest Rate from the time such costs are incurred until paid and may be recovered by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and his own client full indemnification basis);

(viii) ensure that all renovations are done between the hours of 8:00 am and 6:00 pm., and shall comply with all Municipal noise bylaws;

(ix) ensure removal of debris from the Unit and keep the Unit and the Common Property and the Managed Property in a clean and neat condition both during and after the renovation work is done. No renovation debris is to be disposed of in any garbage containers of the Corporation. Notwithstanding that the Owner may have an agreement with any party doing the renovations to remove such debris, the ultimate responsibility relating to the removal of the debris and the maintenance of the Common Property and Managed Property remains with the Owner; and

(x) ensure the Board's satisfaction that the cosmetic and/or resulting sound effects of any changes are in keeping with the appearance of the other Units and of the Project as a whole, and that any such changes do not in any way affect the quiet enjoyment of any other Owners in respect of the use by other Owners of their own Units.

E. AGE RESTRICTIONS

Bylaw 66 of those Bylaws registered with the Registrar of Alberta Land Titles as Instrument #141 153 183 on June 19, 2014 regarding age restrictions shall remain in full force and effect throughout the permissible legal period and reads as follows:

"No individual under the age of 18 years of age shall be entitled to reside in or occupy, whether as resident, tenant, guest, invitee or otherwise, any unit, it being acknowledged and agreed by the owners that the parcel has been designated as an adult residential complex for, use and enjoyment by residents, and occupants over the age of 18 years of age.

Notwithstanding the above, a person under the age of 18 years of age may reside in or occupy a unit:

(a) as a visitor, guest, or temporary occupant or resident for a maximum period of 60 days in any one calendar year;

(b) if such person has, upon compassionate or like grounds, received written consent to reside in or otherwise occupy a unit from the Board. Any such consent given by the Board may be revoked by ordinary resolution."

F. COMPLIANCE

An Owner shall ensure that their Occupants comply with those requirements that the Owner must comply with under these Bylaws and, upon request of the Corporation, obtain from the Tenants an undertaking, in writing, to the following effect:

"I, _____, covenant and agree that I, all Occupants of my Unit and my guests from time to time will, in using the Unit rented by me, any exclusive areas relating to the Unit and all the Managed Property and Common Property, comply with the *Condominium Property Act*, R.S.A. 2000, c. C-22 the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

63. AMENDMENT OF BYLAWS

These Bylaws, 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 mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution.

64. MANAGED PROPERTY

The following provisions apply to Managed Property:

(a) Restricted Development and Architectural Standards

(i) No Owner shall improve, develop, construct upon or otherwise modify their Building or Unit unless such development or improvement strictly complies with any and all development restrictions imposed upon the Unit by the Municipal Authority (whether disclosed on title to the Unit or not), and the Architectural Standards.

(ii) The Corporation is hereby empowered, and the Board is authorized on behalf of the Corporation, to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with Bylaw 64(a)(i) hereof and enforce the Architectural Standards (enforcement to be limited to the extent it is limited by law).

(b) Elements of Managed Property

Without limiting the definition thereof in Bylaw 1(q), "Managed Property" shall be comprised those portions of the Bare Land Units including the land within the boundaries of the Units, lawns, landscaping (excepting Owner-initiated planters, flower beds and Improvements and Betterments), walkways, driveways, front steps, landings, decks, 8' x 12' patios, privacy dividers, fences, the exterior of any and all Buildings on the Bare Land Units, (including windows, doors, sliding glass doors and garage doors for end of life replacement), roofs, foundations, and all structural elements (BUT EXCLUDING any basement finishing, the concrete basement floor, and the concrete garage floor, which are the responsibility of the Owner, as are any Improvements and Betterments to Managed Property). Without restricting the generality of the foregoing, "Managed Property" includes all parts of each Bare Land Unit up to, but not including, the interior finishing of the exterior floors, walls and ceilings in all Buildings on the Units and includes all utility and service lines and facilities up to and including the shut off valve for water and the electrical box main shut off breaker, and utilities serving more than one (1) Unit or utilities on the Common Property, the irrigation systems, and the common light standards.

(c) Duties and Restrictions on Owners Regarding Managed Property

Each Owner shall, in respect to the Managed Property on or in their Unit:

(i) permit the Corporation (and anyone who is agent for or authorized or directed by the Corporation) to enter their Unit for inspection, maintenance, repair, upkeep, cleaning and control (generally) of the Managed Property as if same were Common Property;

(ii) adhere to, comply with and strictly observe this Bylaw and all rules, regulations, Bylaws, resolutions and other requirements of the Corporation and its insurers as same relate to the Managed Property; provided that in the absence of anything expressly to the contrary, the rules, regulations, Bylaws, resolutions and other requirements as shall apply to the Common Property shall apply to the Managed Property;

(iii) not, in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and

responsibilities arising hereunder or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property; and

(iv) not in any manner whatsoever without first obtaining the written consent of the Board, change, improve, alter, adjust, remove, disfigure or otherwise disturb the Managed Property or any part or component thereof.

(d) Powers, Duties and Restrictions of the Corporation

The Corporation SHALL:

(i) in addition to and without limiting its powers relating to the management and control of Common Property, BE EMPOWERED TO:

A) enact rules and regulations relating to the management and control of the Managed Property;

B) employ and contract for services for repair, maintenance, replacement, cleaning and other similar services (INCLUDING painting, gardening, lawn mowing and snow clearance) necessary to properly maintain the Managed Property;

C) as part of and in accordance with its general power of levying assessments, assess the Owners for their respective shares in the costs of the Corporation carrying out of its duties hereunder; and

D) generally manage, operate and control the Managed Property in accordance with such election as if and to same extent as if the Managed Property was Common Property;

(e) Amendment or Adjustment to Managed Property

In addition to, and without limiting its obligations generally relating to the maintenance, management, repair and control of Common Property, control, manage, maintain, repair and administer the Managed Property unless otherwise directed by Special Resolution of the Corporation, provided that such duties and obligations may, from time to time, be amended and adjusted (INCLUDING, without limitation, by increasing or reducing same) by Special Resolution of the Corporation. If, pursuant to Special Resolution, it is resolved that the Corporation shall be relieved and is not, from the effective date thereof, to be responsible for the management, repair, maintenance, upkeep, replacement and control of the Managed Property, all such duties and responsibilities shall thereforth be performed by the Owners and these Bylaws shall be interpreted accordingly PROVIDED NEVERTHELESS THAT the Corporation shall continue to be responsible for and perform its insurance and replacement reserve fund obligations under these Bylaws and its duties to maintain, repair, replace and manage the Common Property.

(f) Insurance for Managed Property

To the extent that the Board shall determine practicable, insure the Managed Property (or such part or parts thereof as the Board determines is reasonable, feasible and economic) as the Board is otherwise required by these Bylaws.

65. PARTY WALL AGREEMENT - BARE LAND UNITS

Each owner acknowledges that each Building constructed on each bare land unit has or will have at least one common wall with a Building constructed on an adjoining unit and that the common wall is located as nearly as practicable upon the lot line between the two adjoining bare land units. Each owner agrees with each other owner as follows:

(a) the common wall constructed or to be constructed on or about the lot line between the adjoining Bare Land Units has been or will be constructed as a party wall to be used for the joint purposes of the adjoining Building so erected by the Owners and shall be used and maintained as a party wall in such manner as to ensure to each Owner in respect of their adjoining Building the enjoyment of a right to support and use, all to the intent that no portion or part of the party wall erected shall, for any purpose whatsoever, be construed or deemed to be an encroachment on any adjoining Bare Land Unit and shall continue as a party wall perpetually and, to the extent that any portion or part of the party wall shall encroach upon any Bare Land Unit, the Owner of such Unit grants and conveys to each adjoining Owner an easement for the purpose of such encroachment;

(b) each Owner grants and conveys to each adjoining Owner an easement in support of the party wall and of any vertical or near extension thereof in respect of the width of the party wall constructed upon that Owner's Bare Land Unit, to the intent such easement shall be annexed to and run with such Unit in accordance with the provisions herein set forth;

(c) if the party wall at any time following construction requires any repair or maintenance (either external or internal), then, to ensure any Owner the right to the convenient enjoyment of their right to support and use, the Corporation shall be at liberty to cause the party wall to be repaired or maintained, provided that notwithstanding the foregoing, in the event such repair or maintenance (either external or internal) is required or necessitated due to damage to such party wall caused by the wilful or wanton act or acts of any Owner or invitee or licensee of such Owner, it is agreed by each Owner that the cost of such repairs and maintenance shall be solely borne by the Owner or any invitee or licensee of such Owner whose wilful or wanton act of acts required or necessitated the repair or maintenance; and

(d) each Owner shall afford the Corporation and its agents or workmen all such reasonable access as may be necessary to enable the party wall to be speedily and effectively built and/or maintained (provided that in connection with such access reasonable notice shall be given) and as little damage as possible will be occasioned to the property of the Owner and that in the event of any damage being occasioned to the property of the Owner, such damage will be repaired to the satisfaction of the Owner at no cost to the Owner.

66. CHANGE OF LEGISLATION

Should the Act be amended and changed in the future, then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all time with the full powers of the Act and to use all remedies available to it under the Act.

67. EASEMENT RIGHTS

Easement rights shall be governed as follows:

(a) There is hereby created in respect of each Unit shown in the Condominium Plan in favour of the Owner of that Unit, and as appurtenant thereto, easements for the provision of water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television through or by means of any pipes, wires, cables or ducts for the time being existing in the Parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the Unit.

(b) There is created, in respect of each Unit shown in the Condominium Plan as against the Owner of that Unit, easements to which the Unit is subject for the passage or provisions of water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts appurtenant to the Common Property and also to every other Unit capable of enjoying those easements.

(c) The local authority and owner of any utility service who is providing services to the Parcel or to any Unit on it and the Corporation, is entitled to benefit of these easements that are appropriate to the proper provision of service provided but not to the exclusion of any other utility service.

(d) All ancillary rights and obligations which are reasonably necessary to make this easement effective, apply in respect of the easements created herein, including the right of an Owner of a dominant tenement to enter a servient tenement to install, maintain, replace, renew or restore anything from which the dominant tenement is entitled to benefit.

(e) Any Owner, the Corporation or the local authority shall, in carrying out any operations pursuant to subclause (d) hereof, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or Occupant of a Unit as is reasonably possible and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition.

(f) This easement does not affect the ownership or the maintenance obligations of any utility services located within the Parcel. In other words, all utilities are to be treated as if the Parcel was a conventional condominium development.

(g) The benefit and the burden of this easement shall run with the Land. "Land" means the Parcel comprised in the Condominium Plan including all Units and the Common Property.

(h) As each of the Units is both a dominant and servient tenement, t Utility Easement shall be construed so that each Owner shall ha this easement in respect of each Unit to the benefit of each Owne of the Parcel save for that Unit.

(i) This easement cannot be changed without the express written con utility owner including, but not limited to, the Municip communications company, and any gas company.

261132595 REGISTERED 2026 05 02
CCBL - CHANGE OF BY-LAWS
DOC 1 OF 1 DRR#: H002NRH ADR/PKRMPOTI
LINC/S: 0027361476