

BYLAWS
CONDOMINIUM CORPORATION NO. 0621415
operating as

PARK PLACE MEADOWS



3425 19 Street
Edmonton, AB

(Prepared September 2024)

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
1.1	ENACTMENT	1
1.2	PURPOSE	1
1.3	DEFINITIONS	1
1.4	INTERPRETATION	5
2.	THE OWNERS	6
2.1	DUTIES OF UNIT OWNERS	6
2.2	ENTRY OF UNITS.....	8
3.	USE AND OCCUPANCY OF UNITS AND COMMON PROPERTY	9
3.1	GENERAL RESTRICTIONS	9
3.2	SINGLE-FAMILY ONLY.....	10
3.3	COMMERCIAL USE PROHIBITED	10
3.4	SMOKING AND CANNABIS	10
3.5	LEASE OF RESIDENTIAL UNITS.....	12
3.6	ALTERATIONS, ADDITIONS & MAJOR RENOVATIONS	14
3.7	CONSTRUCTION	15
3.8	WATER AND HEAT	15
3.9	NOISE.....	16
3.10	MOVING AND DELIVERIES	16
3.11	BARBECUES	17
3.12	COMBUSTIBLE MATERIALS AND OFFENSIVE GOODS	17
3.13	FIRE HAZARD.....	17
3.14	SIGNS	17
3.15	ANTENNAS, SECURITY DEVICES AND SATELLITES	18
3.16	EXTERIOR PAINTING AND DECORATING	18
3.17	LAUNDRY	18
3.18	HALLWAYS AND CORRIDORS	19
3.19	AIR CONDITIONERS.....	19
3.20	EXTERIOR WINDOWS	19
3.21	GARBAGE DISPOSAL	20
3.22	HEALTH AND SANITATION	20
3.23	PRIVACY AND TRESPASS.....	21
3.24	BUILDING SECURITY	21
3.25	LANDSCAPING.....	21
3.26	STRUCTURES ON COMMON PROPERTY	22
3.27	OBSTRUCTION OF COMMON PROPERTY	22
3.28	PERSONAL PROPERTY AND STORAGE.....	22
3.29	ANIMALS AND PETS	22
3.30	UNIT SALES	24
3.31	MOTOR VEHICLES AND PARKING.....	25
3.32	EXCLUSIVE USE AREAS	27
3.33	DEBRIS, DAMAGE AND DESTRUCTION	28
3.34	AMENITIES AREAS	28
3.35	LIABILITY OF UNIT OWNER FOR DAMAGE	29
4.	REPAIR AND MAINTENANCE RESPONSIBILITIES.....	29
4.1	CORPORATION RESPONSIBILITIES	29
4.2	OWNER RESPONSIBILITIES	31
5.	THE CORPORATION.....	32

5.1	DUTIES OF THE CORPORATION	32
5.2	POWERS OF THE CORPORATION	33
6.	THE BOARD OF DIRECTORS	36
6.1	EXERCISE OF POWERS AND DUTIES.....	36
6.2	DUTIES OF THE BOARD	36
6.3	POWERS OF THE BOARD	38
6.4	BOARD MEMBER CONDUCT	40
6.5	COMPOSITION AND BOARD ELIGIBILITY	40
6.6	REPRESENTATIVES OF CORPORATE OWNERS AND MORTGAGEES	41
6.7	ELECTION AND TERM OF OFFICE.....	41
6.8	CONFLICTS AND MATERIAL INTERESTS	42
6.9	REMOVAL, DISQUALIFICATION AND CASUAL VACANCY	42
6.10	RETURN OF CORPORATION PROPERTY AND DOCUMENTS	44
6.11	ALL BOARD POSITIONS VACATED	44
6.12	BOARD OFFICERS AND DUTIES	44
6.13	BOARD MEETINGS	45
6.14	NOTICE OF MEETINGS	46
6.15	QUORUM FOR BOARD MEETINGS	46
6.16	RULES OF PROCEDURE FOR BOARD MEETINGS	46
6.17	VENUE FOR BOARD MEETINGS	46
6.18	CHAIRPERSON OF BOARD MEETINGS	46
6.19	VOTING AT BOARD MEETINGS.....	47
6.20	CONDUCT OF BUSINESS BETWEEN BOARD MEETINGS	47
6.21	WRITTEN RESOLUTIONS OF THE BOARD	47
6.22	SIGNING AUTHORITIES.....	47
6.23	COMMITTEES	48
6.24	RESTRICTIONS ON BOARD POWERS AND DUTIES	48
7.	CORPORATE ADMINISTRATION.....	48
7.1	REVIEWING/AUDITING OF FINANCIAL STATEMENTS.....	48
7.2	ANNUAL BUDGET DISCLOSURE	49
7.3	CAPITAL REPLACEMENT RESERVE FUND.....	49
7.4	RESERVE FUND STUDY	49
7.5	RESERVE FUND PLAN	49
7.6	FIVE-YEAR REVIEW OF RESERVE FUND PLAN	50
7.7	ANNUAL RESERVE FUND REPORT.....	50
7.8	RETENTION OF DOCUMENTS	50
7.9	CORPORATE SEAL	50
7.10	ESTOPPEL CERTIFICATES	50
7.11	FEES FOR INFORMATION AND DOCUMENTS AND OTHER SERVICES.....	51
7.12	NOTICES	51
7.13	FORM OF NOTICE	51
7.14	PERSONAL INFORMATION AND PRIVACY.....	52
8.	MEETINGS OF THE CORPORATION & VOTING	52
8.1	GENERAL MEETINGS OF THE CORPORATION	53
8.2	NOTICE OF GENERAL MEETINGS.....	53
8.3	VALIDITY OF PROCEEDINGS AT MEETINGS	53
8.4	NOTICE TO MORTGAGEES	53
8.5	ANNUAL GENERAL MEETINGS.....	53
8.6	AGM NOTICE PACKAGE	54
8.7	SPECIAL GENERAL MEETINGS	55
8.8	ELECTRONIC AND HYBRID GENERAL MEETINGS	55
8.9	QUORUM FOR GENERAL MEETINGS	56
8.10	ADJOURNMENT FOR LACK OF QUORUM.....	56

8.11	CHAIRPERSON OF GENERAL MEETINGS	56
8.12	PROCEDURES FOR GENERAL MEETINGS.....	56
8.13	ORDER OF BUSINESS FOR GENERAL MEETINGS	57
8.14	RESOLUTIONS AT GENERAL MEETINGS	57
8.15	NUMBER OF VOTES.....	57
8.16	WRITTEN VOTES/RESOLUTIONS.....	58
8.17	UNIT FACTOR VOTE (POLL).....	58
8.18	TIE VOTES	58
8.19	RESULTS OF VOTES/RESOLUTIONS	58
8.20	VOTING BY JOINT OR CO-OWNERS	59
8.21	RESTRICTIONS ON VOTING.....	59
8.22	ORDER OF VOTING.....	59
8.23	SUCCESSIVE INTERESTS	60
8.24	TRUSTEE VOTE	60
8.25	VOTE OF CORPORATION.....	60
8.26	PROXIES.....	60
9.	INSURANCE.....	61
9.1	PROPERTY DAMAGE.....	61
9.2	COVERED PERILS	62
9.3	REPLACEMENT COST COVERAGE	62
9.4	APPRAISAL AND ANNUAL REVIEW OF COVERAGE LIMITS	62
9.5	STANDARD INSURABLE UNIT DESCRIPTION	62
9.6	LIABILITY INSURANCE	62
9.7	FRAUDULENT AND DISHONEST ACT OF THE BOARD OR MANAGER	63
9.8	CONDITIONS ON THE CORPORATION'S INSURANCE	63
9.9	NOTIFICATION OF INSURANCE COVERAGE CHANGES	64
9.10	INSURANCE TRUSTEE.....	64
9.11	INSURANCE CLAIMS.....	64
9.12	LOSS AND SUBSTANTIAL DAMAGE	65
9.13	TERMINATION OF CONDOMINIUM STATUS	65
9.14	RESPONSIBILITY FOR MAKING/SUPERVISING REPAIRS	66
9.15	INSURANCE DEDUCTIBLES	66
9.16	URGENT REPAIRS.....	67
9.17	OWNER INSURANCE REQUIREMENTS	68
9.18	ACCEPTANCE OF CONDITIONS OF INSURANCE	69
9.19	LIMITATION OF LIABILITY	69
10.	COMMON EXPENSES OF THE CORPORATION.....	69
10.1	NON-EXHAUSTIVE DEFINITION.....	69
10.2	ASSESSMENTS FOR COMMON EXPENSES.....	70
10.3	SPECIAL LEVIES	71
11.	DEFAULT IN PAYMENT OF ASSESSMENTS	72
11.1	LIEN FOR UNPAID CONTRIBUTIONS.....	72
11.2	CAVEATS	72
11.3	MORTGAGE ON DEMAND	72
11.4	PAYMENT BY OTHER PERSONS	73
11.5	COLLECTION OF RENT.....	73
11.6	LEGAL ACTION	73
11.7	LIMITATIONS OF ACTIONS.....	73
11.8	PRIORITY OF PAYMENTS	73
11.9	ACCELERATION OF MONTHLY INSTALMENTS	74
12.	VIOLATION/BREACH OF BYLAWS & RULES	74
12.1	NOTICE OF VIOLATIONS AND SANCTIONS	74

12.2	MONETARY SANCTIONS.....	74
12.3	VIOLATION OF RULES	75
12.4	GENERAL	75
13.	DISPUTE RESOLUTION, MEDIATION & ARBITRATION.....	75
13.1	APPEALS FROM BOARD DECISIONS	75
13.2	MEDIATION OR ARBITRATION.....	76
14.	TERMINATION AND SALE OF THE CONDOMINIUM PARCEL	77
14.1	PROCEDURE	77
14.2	STEERING COMMITTEE	77
14.3	APPORTIONMENT OF SALE PROCEEDS.....	77
15.	NOT FOR PROFIT STATUS	78
15.1	THE CORPORATION IS NOT ORGANIZED FOR PROFIT, AND NO MEMBER OF THE CORPORATION OR 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 BENEFIT OR PROFIT FROM THE OPERATIONS THEREOF. THE FOREGOING, HOWEVER, SHALL NEITHER PREVENT NOR RESTRICT THE FOLLOWING:.....	78
16.	BYLAW AMENDMENT	78
16.1	COMING INTO FORCE	78
16.2	NOTICE	79
17.	CHANGE OF LEGISLATION	79

1. DEFINITIONS AND INTERPRETATION

1.1 Enactment

- a) These Bylaws have been enacted by Condominium Corporation No. 0621415 operating as “Park Place Meadows” (the “Corporation”) to repeal and replace all prior Bylaws registered at the Land Titles Office for Northern Alberta and any amendments thereto.
- b) These Bylaws form the governing rules for the use of the Units and Common Property and form a contract between the Corporation and the Unit Owners, and between the Unit Owners with each other. Specifically, the Owners of the Units and anyone in possession of a Unit, including Tenants, other Occupants, and all permitted visitors and guests, are bound by these Bylaws.
- c) Any failure of the Corporation via the Board of Directors or its agents to enforce any provision contained in the Act, these Bylaws, or any Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor shall it be deemed to abrogate or waive any such provision.

1.2 Purpose

- a) The Bylaws have been enacted for the following purposes:
 - (i) to provide for the health and safety of the Owners and Occupants;
 - (ii) to provide for the peace, comfort and convenience of the Owners and Occupants;
 - (iii) to develop a sense of community among the Owners and Occupants;
 - (iv) to promote fairness and equity in the Corporation as a whole and as between the individual Owners and Occupants; and
 - (v) to maintain the Units and Common Property in such a manner as to preserve and enhance property values for the benefit of all the Owners.

1.3 Definitions

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

- a) “**Act**” means the *Condominium Property Act*, RSA 2000, c C-22, as amended, and any statute or statutes which may be passed in substitution for or replacement therefor, including all regulations enacted thereunder and as are in force from time to time;
- b) “**Amenities Areas**” means areas of the common property designated for meetings and social gatherings of owners, occupants and their guests;
- c) “**Annual General Meeting**” means an annual general meeting of the corporation;
- d) “**Board**” means the board of directors elected pursuant to these bylaws and the provisions of the Act. Members of the board may be referred to as “directors”;

- e) **“Building”** means the four-storey building constructed on the parcel containing one hundred fifty-two (152) residential units and common property;
- f) **“Bylaws”** means the bylaws of the corporation, as amended from time to time, including any amendments or bylaws passed in addition or substitution thereto;
- g) **“Capital Replacement Reserve Fund”** means the fund established, maintained and operated in accordance with the Act, which fund is to be used to provide sufficient monies that can be reasonably be expected to provide for major repairs and replacement of:
 - (i) any real and personal property owned by the Corporation,
 - (ii) the Common Property, and
 - (iii) any units or portions of units which are required to be repaired or replaced by the Corporation by the Act or these bylaws or as a result of an insured loss,
 where the repair or replacement is of a nature that does not normally occur annually;
- h) **“Common Expenses”** means all expenses incurred by the corporation in the performance of its objects, duties and powers, and all other expenses specified as common expenses in these bylaws;
- i) **“Common Property”** means so much of the parcel as is not comprised in any unit shown on the condominium plan;
- j) **“Condominium Plan”** means the plan registered at the Land Titles Office for Northern Alberta as plan no. 0621415 describing a parcel of land containing three hundred forty (340) residential units and exterior parking units together with the common property;
- k) **“Condominium Property”** means the land, building and other structures located on the parcel and all amenities and appurtenances thereto;
- l) **“Contribution”** means an amount levied or assessed by resolution of the board as against all the units, a single unit, or a group of units, in respect of the common expenses of the corporation, and may also be referred to as “assessments”, “contributions”, “condominium fees”, “special levies” or “chargebacks”, whether levied on the basis of unit factors or disproportionately levied as against only one unit or group of units as further set out herein, and such disproportionate assessment of contributions shall be determined by the board of directors in its discretion acting reasonably considering all the circumstances;
- m) **“Corporation”** means Condominium Corporation No. 0621415 known as “Park Place Meadows”, constituted under the Act by registration of the condominium plan;
- n) **“Court”** shall mean the appropriate court or tribunal of competent jurisdiction in Alberta as provided for in the Act, and includes the Alberta Court of Justice, the Alberta Court of King’s Bench, the Court of Appeal of Alberta, and any statutory tribunal or administrative body that may be created having jurisdiction over the corporation;
- o) **“Emergency”** means an event requiring prompt action or coordination of action to protect the safety, health or welfare of occupants and/or to prevent or limit damage to real or personal

property of owners or the corporation, which determination shall be made exclusively by the board and/or its agents acting reasonably considering all the circumstances;

- p) **“Exclusive Use Areas”** means those areas, being part of the common property, the area and location of which shall be determined by the board from time to time, and which are deemed suitable for private and exclusive use (including balconies and patios immediately adjacent to units) to which a unit owner has been granted rights of exclusive use in conjunction with occupation of that unit;
- q) **“Fixtures and Finishings”** means the interior features of a residential unit, including but not limited to floor, wall and ceiling coverings, electrical, plumbing and gas lines and fixtures servicing a residential unit, fixtures for lighting, air exchange and temperature control, interior walls, interior windows and doors, cabinets, countertops and non-chattel appliances;
- r) **“General Meeting”** means any meeting of the corporation including an annual general meeting and a special general meeting;
- s) **“Improvements and Betterments”** means fixtures and finishings of a residential unit added or installed by owners, whether current or predecessor, and do not include features specified in the applicable standard insurable unit description for the class or category of residential unit, and for greater clarity, improvements and betterments refer to upgrades and/or enhancements over and above the standard fixtures and finishings set out in the standard insurable unit description;
- t) **“Interest Rate”** means the rate of interest charged on any monies owing in respect of a unit or by a unit owner to the corporation that are not paid by the date due, which rate shall be eighteen (18%) percent per annum, or the maximum amount of interest permitted by the Act from time to time, whichever is greater;
- u) **“Landlord”** means an owner of any unit that is being rented on a monthly basis pursuant to a residential tenancy lease agreement governed by the *Residential Tenancies Act* SA 2004, c R-17, as amended from time to time, for a term of not less than one (1) month, and includes any person(s) acting on behalf of or as agent for the owner;
- v) **“Legal Costs”** means legal fees and disbursements on a solicitor and their own client full indemnity basis;
- w) **“Management Agreement”** means an agreement entered into by the corporation governing the general control, management, and administration of:
 - (i) the real and personal property of the corporation, and
 - (ii) the common property;
- x) **“Manager”** means a person, firm or corporation engaged by the corporation as a licensed condominium manager pursuant to a management agreement;
- y) **“Mortgagee”** means the holder of a mortgage, line of credit or other financial charge registered against the title to one or more units;

- z) **“Municipal Authority”** means a municipal authority having jurisdiction over the parcel as defined in the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time;
- aa) **“Occupant”** means an individual who is ordinarily resident and domiciled in a residential unit for a period of sixty (60) consecutive days or more, whether or not the individual is frequently absent by reason of employment or health, and may include owners, tenants, their families, and guests who reside in the unit from time to time with permission of the owner, whether or not they are an owner or pay rent to an owner;
- bb) **“Ordinary Resolution”** means a resolution:
- (i) passed at a properly convened meeting of a corporation by a majority of the votes cast by persons entitled to exercise the powers of voting conferred by this Act or the bylaws, or
 - (ii) signed by a majority of all the persons who, at a properly convened meeting of the corporation, would be entitled to exercise the powers of voting conferred by the Act or the bylaws and representing more than fifty (50%) percent of the total unit factors for all the Units;
- cc) **“Owner”** means a person who is registered as an owner of a fee simple estate in a unit;
- dd) **“Parcel”** means all the real property described by the condominium plan, and includes all units and common property therein;
- ee) **“Parking Stall”** means the surface level common property parking spaces available for visitor and accessible parking;
- ff) **“Parking Unit”** means any one of the one hundred eighty-eight (188) titled, covered and/or uncovered parking units located on the exterior of the building at surface level;
- gg) **“Residential Unit”** means any one of the one hundred fifty-two (152) residential units on the main, second, third, and fourth floors of the building, the boundaries of which are the undecorated interior surface of the unit’s wall, floor or ceiling, as the case may be, including only the finishing material laid, glued, affixed or applied thereto such as any drywall/gypsum, panels, flooring material or other coverings;
- hh) **“Rule”** means a rule, policy or procedure approved by the board of directors from time to time in accordance with the Act in relation to the administration of the corporation or the real or personal property of the corporation or the common property;
- ii) **“Sanction”** means a monetary penalty or fine, and any other sanction, monetary or otherwise, including revocation of consents/permissions granted by the board, rights of use of the amenities areas, and termination of any rights of exclusive use, as may be permitted under the Act from time to time, whether express or implied;
- jj) **“Special General Meeting”** means a meeting of the corporation convened by the board of directors whenever it considers appropriate to do so, or convened in response to a request from owners whose units represent not less than fifteen (15%) percent of the total unit factors for all the units, or any other threshold specified in the Act from time to time;

kk) **“Special Resolution”** means a resolution:

- (i) passed at a properly convened meeting of the corporation by a majority of not less than seventy-five (75%) percent of the votes cast by persons entitled to exercise the powers of voting conferred by the Act or these bylaws and representing not less than seventy-five (75%) percent of the total unit factors for all the units, or
- (ii) agreed to in writing by not less than seventy-five (75%) percent of the votes cast by persons who, at a properly convened meeting of a corporation, would be entitled to exercise the powers of voting conferred by this Act or the bylaws and representing not less than seventy-five (75%) percent of the total unit factors for all the units;

ll) **“Standard Insurable Unit Description”** means a description, as adopted by the corporation in accordance with the Act, of standard fixtures and finishings in a residential unit or class of residential units;

mm) **“Tenant”** means a person who rents a unit from an owner on a monthly basis pursuant to a lease or other residential tenancy agreement governed by the *Residential Tenancies Act* SA 2004, c R-17, as amended from time to time, for a term of not less one (1) month;

nn) **“Unit”** means any one or more of the residential and parking units described on the condominium plan;

oo) **“Unit Factors”** means the unit factor for a unit as designated and apportioned on the condominium plan; and

pp) **“Visitor Parking Areas”** means the surface level, exterior, common property parking stalls and/or any accessible parking stalls which are intended for visitor and/or accessible parking exclusively.

1.4 Interpretation

- a) Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws. Other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned in the *Land Titles Act*, as amended from time to time, or in any statute passed in substitution therefore or replacement thereof, unless the context otherwise requires.
- b) These Bylaws are to be read with all changes of number and gender as required by the context. The word “Owner” shall be read to include “Tenant” or “Occupant” as and where the context may require.
- c) The headings in the body of these Bylaws form no part of these Bylaws but shall be deemed to be inserted for the convenience of reference only.
- d) The provisions of these Bylaws shall be deemed independent and severable, and the invalidity in whole or in part of any provision herein shall not affect the validity of the whole, which shall continue in full force and effect as if the invalid provision had never been included.
- e) The *Alberta Companies Act* and *Business Corporations Act* do not apply to the Corporation.

- f) The rights and obligations given or imposed on the Corporation or on 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.
- g) If there is any conflict between these Bylaws and the Act, the Act prevails.

2. THE OWNERS

2.1 Duties of Unit Owners

In addition to the duties and obligations of Owners pursuant to the Act and to the duties for maintenance and repair specified elsewhere in these Bylaws, all Owners shall, in no order of priority:

- a) observe and comply with, and cause all their Tenants and other Occupants of their Units, including family, visitors, servants, agents, contractors, licensees, guests and other invitees to their Units, to comply with these Bylaws and with the Act, as well as any Rules of the Corporation as may be in force from time to time;
- b) use and enjoy their Units, the real and personal property of the Corporation and the Common Property in such a manner as to not unreasonably interfere with the use and enjoyment by other Owners or Occupants;
- c) repair and maintain the Owner's Residential Unit in respect of the appearance, usability, value or safety thereof in accordance with these Bylaws and keep them in a state of good maintenance and repair, except in respect of such damage that is insured by the Corporation;
- d) maintain the Owner's Parking Units and any Exclusive Use Areas, such as patios or balconies adjacent to their Residential Unit, free of debris, refuse and other objectionable materials (e.g. trash, recycle bags, animal feces), and in a reasonably clean state of good repair, excepting normal wear and tear, and perform such maintenance, repair and replacement in respect of such Parking Units or Exclusive Use Areas necessitated by any act or omission of the Owner, their Tenants, Occupants, family, visitors, servants, agents, contractors, licensees and/or invitees to the Parcel, whether negligent or not; and
- e) notify the Board or Manager immediately, in writing, upon any change of ownership, management, or control of their Units, or of any mortgage, lease, transfer, other dealing, or any proposed change of use of the Units, and notify the Corporation of any changes to the Owner's address for service and/or email address if the latter has been provided by such Owner as a method for receiving notices from the Corporation;
- f) forthwith carry out all work that may be required pursuant to these Bylaws or as required by a Municipal Authority or other public authority in respect of the Owner's Units, other than any work for the benefit of the Parcel generally or specified as a duty of the Corporation under the Act or these Bylaws;
- g) in all respects, meet the requirements of these Bylaws and any Rules in force from time to time with regard to the renovation, repair, and all other treatment or improvements made on, in or to their Units;

- h) be responsible for all maintenance, upkeep, repair and/or replacement of any renovations, alterations or modifications made to the interior or exterior of the Units, the Common Property or any assigned Exclusive Use Area, whether made with or without prior approval or knowledge of the Board or execution of an appropriate agreement for same;
- i) pay to the Corporation when due all Contributions levied or assessed against the Owner's Units, and any other amounts owing to the Corporation from time to time, including but not limited to:
 - (i) monthly assessments,
 - (ii) special levies,
 - (iii) disproportionate assessments or chargebacks including caveat costs, administrative or Manager's costs, insurance deductibles, and repair costs, and
 - (iv) monetary Sanctions,together with interest charged at the Interest Rate, calculated from the date due until the date of payment in full;
- j) pay to the Corporation all Legal Costs and all reasonable administrative or costs of the Manager, and any other expenses incurred by the Corporation as a result of the Corporation taking any steps or initiating proceedings:
 - (i) to collect any Contributions, monetary Sanctions, or any other amounts owing in respect of the Owner's Units or owing by the Owner to the Corporation under these Bylaws, including chargebacks, court judgments and insurance deductibles, and
 - (ii) against the Owner, the Owner's Tenants, or other Occupants of the Owner's Units to seek compliance with and/or to enforce the provisions of the Act, these Bylaws, or any Rules of the Corporation as may be in force from time to time,whether or not such steps or proceedings include Court action, and all such Legal Costs and other amounts, including costs of the Manager, shall be added to and form part of the Owner's assessment for Common Expenses, become a caveatable charge on the Unit(s), and be collectible in the same manner as an unpaid Contribution;
- k) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Units to any Municipal Authority or other public authority or utility service provider;
- l) at all times, carry the following minimum insurance in respect to ownership and occupation of their Units (the Owner may and is encouraged but not required to obtain additional insurance coverage for personal property/contents, loss of use, business interruption for rentals, and Improvements and Betterments):
 - (i) comprehensive general liability insurance for a minimum of one million (\$1,000,000.00) dollars, and

- (ii) deductible charge-back insurance for a minimum of fifty thousand (\$50,000.00) dollars or such other amount as may be set out in the Act from time to time, whichever is greater,

and indemnify and save harmless the Corporation from any and all claims in this regard;

- m) ensure that any Tenants or other Occupants of their Units maintain liability insurance coverage or are covered by the Owner's or another Occupant's liability insurance for a minimum of one million (\$1,000,000.00) dollars;
- n) provide proof of such liability and deductible chargeback insurance at the request of the Board and supply any and all information required by the Board for the purpose of obtaining or maintaining insurance for the Corporation and complying with any requirement of the Corporation's insurer, including access to the Owner's Residential Unit for estimates and/or repairs;
- o) comply with all provisions of the Act and these Bylaws regarding any and all leasing of Units, including minimum tenancy requirements and restrictions on the use and occupation of Residential Units for residential purposes only;
- p) be responsible for, repair, make good and/or indemnify the Corporation from and against any all damage to the Common Property or other Units as may be caused by the Owner, their family, guests, Tenants, and/or other Occupants of the Owner's Residential Unit, or by any persons, agents, servants, contractors, licensees, visitors, or other guests of same who may be present on the Parcel and/or in possession of a Unit at the invitation of the Owner, their family, guests, Tenants, or other Occupants of the Owner's Residential Unit, whether such conduct is negligent or not;
- q) communicate with the Board and/or the appointed Manager in writing and in accordance with the communication channels established by the Board, with respect to any suggestions, questions, concerns, requests, notices, grievances and/or complaints, and if not submitted in writing via the established communication channel (other than in case of an Emergency), in a courteous, non-threatening manner without profanity, the Board or Manager as the case may be shall not be required and shall not respond, and in that case, the Board and/or Manager is not liable to any Owner or Occupant.

2.2 Entry of Units

- a) Owners, Tenants, and adult Occupants shall permit the Corporation and its agents, including but not limited to any and all suppliers of utilities and other services, contractors, employees, and workers, with or without equipment, at all reasonable times on notice, except in the case of Emergency when no notice or consent is required, to enter in or on the Owner's Units for the purpose of:
 - (i) inspecting the Units;
 - (ii) inspecting, servicing, maintaining, repairing, or replacing the Common Property, including balconies and patios, and any pipes, wires, cables, ducts, conduits, plumbing, sewers, and other facilities for the furnishing of utilities for the time being existing in the Units and capable of being used in connection with the enjoyment of any other Unit or with the Common Property;

- (iii) maintaining, repairing, or replacing portions of the Units in accordance with the Act following damage for which it is the Corporation's responsibility to insure;
 - (iv) maintaining, repairing, or replacing portions of the Units if the Owner's failure to do so poses a foreseeable risk to the health, safety or welfare of other Occupants, or damage to Common Property, other Units, or personal property located therein, and the Owner has not commenced such maintenance, repair, or replacement within a reasonable time after receiving written notice by the Corporation to do so;
 - (v) obtaining information, inspecting, servicing, maintaining, repairing, or replacing any part of a Unit for the purpose of complying with a requirement of the Corporation's insurer in order to obtain or maintain the Corporation's policy of insurance or manage the Corporation's insurance premiums and deductibles at reasonable amounts; or
 - (vi) ensuring compliance with the Bylaws.
- b) Except in the case of Emergency, the Corporation shall give an Owner, Tenant or adult Occupant at least twenty-four (24) hours' notice in writing or electronically before seeking entry to a Unit for the purposes set out in herein. The notice shall state the reason for the entry and specify a date and time of entry in compliance with the Act.
 - c) The Owner or Occupant shall facilitate similar entry to their Parking Units by removing vehicles from same as and whenever instructed by the Board.
 - d) In the event a Unit is so entered whether in an Emergency or otherwise, the Owner shall save harmless and indemnify the Corporation, its agents, contractors, and employees from any and all claims arising from such entry, including costs of a locksmith or other service providers engaged by the Corporation to gain entry to a Residential Unit in an Emergency or if after proper notice entry is not permitted for any reason (and such costs shall be charged back to the Unit as an assessment for Common Expenses) provided that the Corporation and its agents, contractors and employees shall exercise reasonable care and diligence in so entering.

3. USE AND OCCUPANCY OF UNITS AND COMMON PROPERTY

3.1 General Restrictions

Owners and Occupants shall not:

- a) obstruct or interfere with the rights and duties of the Corporation and its agents, or of other Owners or Occupants;
- b) use any Unit or the Common Property for any purpose that may be illegal or contrary to any governmental statute, ordinance, bylaw, or regulation, that may cause insurance maintained by the Corporation to be cancelled, declined or its premiums/deductibles increases, or that may cause a nuisance or hazard to any other Occupant;
- c) when the purpose of a Unit is shown expressly or by necessary implication on the Condominium Plan, use or permit use of the Unit for any other purpose;

- d) harass or intimidate any other Owner or Occupant, any Board member, the Manager, or any agent or employee of the Corporation, whether physically, verbally or in writing; and
- e) do or permit anything to be done in or upon a Unit or the Common Property that is injurious to the health or regulation of the Building or the Parcel generally, or that is in any way a violation of the Act, these Bylaws, and any Rules in place for the Corporation from time to time.

3.2 Single-Family Only

- a) No Residential Unit shall be used other than as a private, single-family residence without prior written approval of the Board, and for the purpose of this section:
 - (i) “single-family residence” means occupied or intended to be occupied as a residence by one family or family-like unit (being a relationship between individuals with some intention of permanence and interdependence), but in which no roomers, boarders or other paying guests are permitted;
 - (ii) “roomer” means a person to whom a room is regularly supplied for consideration; and
 - (iii) “boarder” means a person to whom room and board is regularly supplied for consideration;
- b) No Residential Unit may be occupied as a place of residence by more than six (6) individuals, whether such persons are adults or minors, without the prior written approval of the Board.

3.3 Commercial Use Prohibited

- a) No Owner or Occupant shall use any Unit or the Common Property, in whole or in part, for any business, commercial or professional purpose involving the attendance of the general public to the Parcel, including sales or auctions of any kind, exhibitions, tours, group homes, boarding houses, daycares, yard sales, and licensing or offering use of a Residential Unit for short-term accommodation in return for consideration on AirBnB, HomeAway, VRBO or similar platforms, without the prior written approval of the Board. For greater certainty, short-term rentals are considered to be a commercial activity and are strictly prohibited.
- b) The Board may approve specific, minor commercial/business uses of Residential Units such as home-based businesses, upon written application by the Owner, and upon being provided with proof of compliance with all applicable licensing, zoning, and any other requirements of any Municipal Authority or other governmental authority, and if, in the opinion of the Board, such commercial/business use will not interfere with the residential character of the Parcel or cause excessive attendance by the general public, traffic and/or parking issues on the Parcel, and providing the Residential Unit remains primarily a residence.

3.4 Smoking and Cannabis

- a) The purpose of this provision is to:
 - (i) protect Occupants from second-hand smoke,
 - (ii) prevent the creation of nuisance or hazards to Occupants, and

- (iii) protect the Units and the Common Property from damage.
- b) The following definitions apply to this section:
 - (i) “cannabis” and “cannabis plant” includes cannabis, marijuana, hemp, hash or hashish, oil, concentrates, and any other form of cannabis derivative, as contemplated by the *Cannabis Act*, SC 2018, c. 16 (Canada).
 - (ii) “cultivating” means to grow or cultivate cannabis and/or cannabis plants by any means, including hydroponics and aeroponics, and for any purpose, medicinal or otherwise including but not limited to the production and consumption of cannabis buds or flowers, or the production of hemp.
 - (iii) “smoking” means inhaling, exhaling, burning, holding, carrying, or having control over a lighted marijuana or other cigarette, cigar, pipe, hookah, or other lighted smoking implement designed to burn marijuana.
- c) No individual shall smoke:
 - (i) within ten (10) meters from a public doorway, window or air intake of the Building,
 - (ii) on any Common Property inside the Building, including the hallways, elevators, stairways, lobbies, and Amenities Areas, or
 - (iii) in any area of the Parcel that has been designated by the Board as a no-smoking area.
- d) Smoking and vaping in Residential Units and on balconies or patios is permitted provided the Owner and/or Occupant shall take all necessary steps to ensure adequate ventilation and that smoke does not enter the Common Property or other Residential Units or cause a nuisance for other Occupants of the Building, such as by sealing openings in shared/demising walls and around plumbing lines, opening windows when outdoor temperatures permit, and/or installing smoke extraction systems.
- e) An Owner that permits smoking in their Residential Unit shall ensure that a class ABC fire extinguisher is stored in the Unit and is readily accessible by any Occupant.
- f) The Owner must comply with all Rules established by the Board from time to time to address transference of smoke from the Unit to the Common Property or any other Unit, fire hazards and smoking litter on Common Property.
- g) The Owner must ensure that all smoking materials are properly extinguished in ash trays and fire-retardant containers and that lit smoking materials are never left unattended.
- h) No Owner, Occupant, Tenant, or any other person shall cultivate or dry/cure cannabis or cannabis plants or permit the cultivation or drying/curing of cannabis anywhere on the Parcel for any reason, including medicinal, and notwithstanding the method of cultivation.
- i) No Owner, Occupant, Tenant, or any other person shall sell or permit the sale of cannabis or cannabis products on the Parcel.

- j) Cultivating, drying/curing, and/or selling cannabis or cannabis plants in violation of this provision shall be deemed a nuisance, pursuant to the provisions of these Bylaws pertaining to same, notwithstanding an absence of complaints by other Occupants.

3.5 Lease of Residential Units

- a) The minimum duration of any lease or rental agreement in respect of a Residential Unit shall be no less than one (1) month.
- b) An Owner shall not lease or grant possession of their Residential Unit to any Tenant, lessee or other Occupant until the Owner has given written notice to the Corporation of the Owner's intention to rent/not reside in the Unit, to be provided not less than ten (10) days prior to the tenancy or other occupancy commencing (or such other timeframe as set by the Act), and setting out:
 - (i) the address at which the Owner may be served by the Corporation,
 - (ii) the name and contact information of the prospective Tenant, lessee, or other Occupant,
 - (iii) the amount of monthly rent to be charged for the Unit, if any, and
 - (iv) any other information as may be requested by the Board from time to time or as may be required under any Rules of the Corporation that are then in force, including but not limited to the proposed Tenant, lessee or Occupant's government identification, the make, model, and license plate number of the any vehicle intended to be parked in the Owner's Parking Unit, and the names of any other individuals that are intended to occupy the Residential Unit with the Tenant, lessee or other Occupant in the absence of the Owner.
- c) The Owner shall provide the Tenant, lessee or other Occupant with a copy of the Bylaws and, upon request by the Corporation, shall provide the Corporation with a completed rental registration form and undertaking, signed by both the Tenant/Occupant and the Owner, confirming that the Tenant/Occupant has been provided with a copy of the Bylaws, and setting out as a condition of the tenancy/occupancy that, notwithstanding anything in any lease or residential tenancy agreement, or in the *Residential Tenancies Act*, or any legislation passed in substitution therefore, the Tenant/Occupant agrees to abide by the Bylaws, any Rules in force from time to time, and any directions by the Board with respect to occupation of the Residential Unit.
- d) Tenants and other Occupants of Residential Units, as well as rental managers engaged by the Owner or Landlord shall register their respective contact information with the Corporation within ten (10) days of the commencement of the tenancy, occupation, or rental management agreement.
- e) Upon the request of the Board, the Owner shall provide to the Corporation a damage deposit in the amount of one thousand (\$1,000) dollars or one (1) month's rent for the Unit, or in such amount as may be prescribed by the Act, whichever is greater, to be used for the repair or replacement of any Common Property that may be damaged, destroyed, lost, or removed by a Tenant, and the deposit shall be charged to the Residential Unit as a Contribution for Common Expenses.

- f) The Owner shall provide to the Corporation a copy of their own and/or the Tenant's current certificate of insurance proving subsisting insurance coverage for the Tenant in respect of comprehensive general liability in an amount of no less than one million (\$1,000,000.00) dollars, within:
 - (i) ten (10) days of receiving a request from the Corporation to do so; and
 - (ii) ten (10) days after the policy is changed or renewed.
- g) The Owner shall give the Board written notice within twenty (20) days after ceasing to rent the Residential Unit that the Unit is no longer rented (or such other timeframe set by the Act), and thereafter the Corporation shall return the damage deposit, if any has been collected, subject to any deductions for the purposes set out herein and as provided in the Act and without any interest on the deposit, along with a statement of account for amounts so used.
- h) In the event the Tenant or other Occupant causes damage to any Common Property or contravenes a Bylaw, the Corporation may apply the damage deposit to repair the damage and/or give notice to the Tenant or Occupant to give up possession of the Residential Unit, which notice shall also be provided to the Owner, and if notice is given to vacate, the Tenant or Occupant shall give up possession of the Unit by the date specified in the notice.
- i) If the Tenant or Occupant does not give up possession of the Residential Unit after receipt of a notice to do so, the Corporation may proceed with any of the actions set out under the Act, including an application to the Court for any remedies including eviction and Legal Costs.
- j) If in the opinion of the Board, acting reasonably, the Tenant or Occupant has caused or is causing excessive damage to the Common Property, or is a danger to, is harassing or is intimidating other Occupants of the Parcel, the Corporation may proceed with an application to Court, on a minimum of three (3) days' notice to the Tenant/Occupant and the Owner, for an order that the Tenant/Occupant immediately give up possession of the Residential Unit.
- k) In the event the Corporation is required to take any steps including commencing legal or other action with respect to the eviction of a Tenant or other Occupant, the Owner shall be liable to reimburse the Corporation for all expenses, charges, and Legal Costs incurred by the Corporation, and such amounts shall be charged back to the Owner's Unit and added to and become part of the assessment for Common Expenses for that Unit and be collectible as a Contribution owing by that Unit.
- l) Subletting a Residential Unit, that is rental of the Unit by the Tenant or other Occupant to a third party, is strictly prohibited.
- m) In the event an Owner is in arrears with respect to payment of any Contributions for Common Expenses as defined in these Bylaws, the Tenant of the Owner's Residential Unit shall, on receiving notice from the Corporation of the arrears, deduct from the monthly rent payable to the Owner/Landlord the amount in arrears and pay this amount to the Corporation as directed in the notice and shall be deemed to have paid rent to the Owner/Landlord. Payment of monthly rent by the Tenant to the Corporation shall continue until such time as the arrears, including any interest, Legal Costs or Manager's charges owing in respect of the Unit, are repaid in full.

- n) Nothing herein shall in any way remove, waive, or alter the responsibility of each Owner for the performance of all duties and obligations under the Act, Bylaws and/or Rules of the Corporation by all persons lawfully possessing or occupying the Owner's Residential Unit.

3.6 Alterations, Additions & Major Renovations

- a) All renovations to Residential Units other than minor and/or decorative changes on the interior require the prior written approval of the Board and are subject to any Rules, guidelines, and approval processes that may be in force from time to time, and such Rules and guidelines may set out timing of work, minimum requirements for materials, soundproofing, and overloading, contractor requirements such as licensing/insurance, site access/material delivery, permitting requirements, removal of construction debris, cleaning of common areas, utility shut-offs, provision of drawings/schematics, and specific procedures for Board approval such as entering into a Renovation Agreement with the Corporation, among other things. All renovations, major or minor, must meet the requirements of all applicable municipal and/or provincial statutes/codes.
- b) For greater clarity, "major renovations" include but are not limited to repairs, replacements, additions, or alterations, whether structural or otherwise, to the exterior or outer boundary of any Unit, including walls (whether partition walls, load bearing walls or otherwise), ceilings, floors, exterior doors, and windows, as well as modifications to balconies and patios and other Exclusive Use Areas, kitchen and bathroom renovations, and any mechanical, plumbing or electrical modifications or changes. Renovations shall be deemed "major renovations" if they would reasonably require permit(s) to be issued by a Municipal Authority or if in the opinion of the Board such renovation must be conducted by a qualified, licensed, and insured contractor or tradesperson, such as a journeyman electrician or plumber.
- c) Upon receiving a written renovation request and dependent on the type of renovation, the Board may require submission by the Owner of additional information, such as design specifications, engineering drawings, plans, approvals or permits as may be applicable in each case, before granting permission for any major renovation.
- d) No Owner or Occupant shall install hardwood, laminate, slate, marble or ceramic tile flooring, or any other hard surface flooring in their Residential Unit without obtaining the prior written approval of the Board. Any such hard surface flooring must have an acoustical soundproof standard when installed in the Unit of a minimum "Impact Insulation Class" rating of AIIC 65. Any such flooring installed without permission or that does not meet this standard may be removed at the Owner's expense. Hardwood, laminate, slate, marble, ceramic tile flooring, or any other hard surface flooring cannot be installed in any Unit bedroom(s).
- e) Owners are responsible for ensuring that all renovations to their Units and/or any aspect of the Common Property comply with applicable plumbing, electrical and building codes and standards, as required, and are responsible for maintenance, upkeep, repair, and replacement of any and all such alterations or modifications made to their Unit, the Common Property and any Exclusive Use Areas such as balconies or patios, whether or not the Board has granted permission or has knowledge of the change.
- f) No renovations, alterations or improvements shall be done or made that adversely affect the structure or integrity of the Building, partition or bearing walls, plumbing, heating, air conditioning, electrical or other facilities that may be shared in common with other Units or Common Property (or both), or the soundproofing or insulation of the Unit's boundary walls,

floors or ceilings, or the integrity of Building roofs or foundations without prior permission of the Board in writing.

- g) Only the Board is permitted to authorize the puncture of the exterior envelope of the Building such as for installation of central air conditioning in a Residential Unit upon written request made by the Owner in compliance with any Rules or policies for same as may be in force from time to time.
- h) The Board may require the Owner to enter into an agreement in respect of any alterations or modifications of Common Property or Exclusive Use Areas which agreement may be secured by registration of a caveat against the certificate of title for the Owner's unit, and all such costs and expenses incurred in preparing, executing and registering the agreement and/or any caveat will be borne by the Owner.
- i) The Board may require proof of inspection and/or demand to inspect the work during or after the construction process in an Owner's Residential Unit or Exclusive Use Area and the Owner or Occupant shall permit the Board or its authorized agent access to the Unit and/or Exclusive Use Area for such inspection upon written request.
- j) Major renovations, alterations or additions made without prior approval by the Board or that violate any of the provisions of these Bylaws or any Rules and guidelines established by the Board may be terminated, removed and/or restored by the Corporation or its authorized agent, and all costs incurred by the Corporation as a result thereof shall be charged to the Unit and added to the Unit's Assessment for Common Expenses and be collectible as a Contribution owing against that Unit.

3.7 Construction

- a) No Owner or Occupant shall do any renovations or construction or permit any contractor or tradesperson to do any renovations or construction in their Residential Unit between the hours of 6:00 p.m. and 8:30 a.m. on weekdays, or on any Saturdays, Sundays or statutory holidays without the written approval of the Board, unless such contractor or tradesperson is engaged and instructed by the Board.
- b) No construction material or debris may be thrown out any window or over a patio or balcony. Owners are responsible for ensuring that any construction debris is properly removed from the Parcel and disposed of in accordance with the requirements of the Municipal Authority.
- c) Occupants shall not permit contractor or trades vehicles to be parked unattended in the Common Property roadway.
- d) Work is not permitted that will interfere with or change the original intent and design of the Building, Common Property, Units, or equipment. For greater clarity on construction requirements and restrictions, including requirements for permissions and construction agreements, see Alterations, Additions & Major Renovations as well as any Rules and/or guidelines in force from time to time.

3.8 Water and Heat

- a) Occupants shall not use toilets, sinks, tubs, drains or other water apparatuses in any manner or for any purpose other than those for which they are constructed, and under no circumstances

will they allow any sweepings, garbage, rubbish, rags, ashes, cooking oil, fat or grease, hair, fur, cat litter, cigarette or cigar butts, feminine hygiene products, diapers, body or cleaning wipes, or other substances not so intended to be dumped, emptied, or flushed therein.

- b) Occupants shall not leave water running unless in actual use. Water must be shut off to appliances and toilets in vacant Residential Units, and vacancy means an absence of seventy-two (72) consecutive hours or more. Owners must ensure that a responsible adult inspects their vacant Residential Unit at least once every seventy-two (72) hours.
- c) Owners are responsible for maintaining and repairing all heating and plumbing lines, pipes, shut-off valves, fixtures, and appliances located within their Residential Units and which service only that Unit, other than the Common Property radiant/hydronic heating system.
- d) Owners are responsible for the costs of repair of damages to their own Units, to other Units and to Common Property resulting from a sudden escape of water or from slow leakage, except to the extent such costs are covered by insurance carried by the Corporation, but in that case the Corporation may charge the costs of repair or deductible to the Unit as a Contribution in accordance with the provisions of these Bylaws and the Act.
- e) At all times when the outside temperature falls below zero (0) degrees Celsius, Occupants shall keep and maintain heating in operation within their Residential Unit in good working order and/or promptly report insufficient or lack of heat and keep the temperature set to a minimum of fifteen (15) degrees Celsius that ensures against pipe freezing or any adverse impact whatsoever upon adjoining Units, their heating or their use and enjoyment.

3.9 Noise

Occupants shall not make or permit the creation of or continuation of any noise or nuisance in any Unit or on the Common Property or do or permit anything to be done therein at any time which in the opinion of the Board will unduly interfere with the rights, comfort, or quiet enjoyment by other Occupants, their families, guests, visitors, and persons having business with them, including yelling, screaming, stomping, running, and playing excessively loud music, televisions, instruments or other loud, noise-emitting devices.

3.10 Moving and Deliveries

- a) Moving shall be limited so as to cause the least disturbance to other Occupants but shall be permitted during such times and schedules as may be established by the Board from time to time, and Owners shall comply with all Rules established by the Board in respect of moving and deliveries from time to time.
- b) Prior to moving in or out, Occupants shall provide the Board with not less than forty-eight (48) hours written notice in order to hang any elevator padding and arrange for locking of the elevator, and all moving must be done through the main floor of the Building and not off balconies or patios.
- c) Owners are responsible for all damage to the Common Property or cleaning costs arising from any moving in or out of their Unit, and for maintaining Building security during moving and/or deliveries to or from their Unit. Any and all costs incurred by the Corporation as a result of the Owner's failure in this regard shall be charged back to the Owner's Unit and added to the Unit's

assessment for Common Expenses, become a caveatable charge on the Unit and be collectible in the same manner as an unpaid Contribution.

3.11 Barbecues

- a) No Owner or Occupant shall keep or use a barbecue or other similar cooking or heating device on any balcony or patio, except a single, propane, natural gas or electric barbecue, unless they have obtained prior written approval of the Board, which permission may be revoked at any time. Propane tanks shall not exceed twenty (20) pounds.
- b) The Board may, at its discretion, ban the use of any or all barbecues. No wood or charcoal barbecues, smokers, heaters, or other cooking or heating devices are permitted on balconies or patios.
- c) Barbecues must be monitored at all times while in use, and must be stored, kept and operated as far away from the Building as possible and in a manner that does not tend to increase the risk of fire or the rate of fire insurance premiums or that would render invalid any insurance maintained by the Corporation.
- d) All Owners that keep or allow to be kept a barbecue on their balcony or patio shall ensure a class ABC fire extinguisher is stored in the Unit and is readily accessible by any Occupant.

3.12 Combustible Materials and Offensive Goods

- a) Occupants shall not store gasoline, propane (other than attached to a functioning barbecue and kept on a balcony or patio), or other combustible or flammable goods or materials anywhere within a Unit or the Common Property, nor shall offensive goods, provisions, materials, or chemicals (excepting normal cleaning products) be stored in any Unit or anywhere upon the Common Property.

3.13 Fire Hazard

- a) Occupants shall not do or permit anything to be done on the Parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premiums payable by the Corporation.
- b) Occupants shall not engage in or permit any open fires on any balconies or patios, other than in properly functioning and approved natural gas, propane or electric barbecues which are monitored while in actual use.
- c) Occupants shall not keep or permit to be kept any natural Christmas tree in the Unit. Only artificial trees are permitted in the Building.
- d) Occupants shall abide by the laws and regulations of the Municipal Authority at all times.

3.14 Signs

No signs, billboards, notices, or advertising matter of any kind shall be placed on any part of a Unit visible from the exterior of the Building, nor placed anywhere upon the Common Property without the prior written approval of the Board, provided, however, that the foregoing shall not prevent an Owner from displaying small election signs on the exterior of their Unit, patio or balcony as

permitted under federal or provincial statutes respecting elections, for such time as an election is being conducted (subject to reasonable conditions on the size of election signs being displayed which may be imposed by the Board from time to time). The Board shall determine the size and location of “For Sale” and “For Rent” signs on the Common Property in its sole discretion.

3.15 Antennas, Security Devices and Satellites

- a) Occupants shall not erect any television, cable, radio or satellite antenna or similar structure and appurtenances thereto on the exterior of any Unit or the Common Property nor shall security cameras of any kind be installed on the exterior of any Unit or upon the Common Property without the prior written approval of the Board.
- b) Owners may request and be permitted to install “peephole”, “ring” or other “doorbell” cameras on the exterior door to the Unit for monitoring deliveries only. Permission must be requested and obtained in advance of any installation.
- c) Locks and door handles on hallway doors of Units must be consistent with the rest of the Building.
- d) Security bars are not permitted to be installed outside of windows.
- e) Any damage to the Common Property by installation of any security device may be repaired by the Corporation and the expense charged back to the Unit and added to the assessment for Common Expenses for that Unit.

3.16 Exterior Painting and Decorating

- a) Occupants shall not decorate, paint or in any way alter any portion of a Unit required to be maintained by the Corporation nor do or permit anything to be done which would alter the exterior appearance of any Unit or the Common Property without the prior written approval of the Board.
- b) Decorations conforming with the applicable season or holiday are permitted in moderation on patios, balconies, and front doors of Residential Units, and must be properly secured, maintained, and not unreasonably interfere with the use and enjoyment of the Parcel by other Occupants.. Decorations must not damage or deface the Common Property, including but not limited to any landscaping, siding, eavestroughs, railings, or doors. Screws, nails and other destructive materials used to secure lights and/or other decorations to the exterior of the Building, balcony/patio railings, or Unit doors, are not permitted.
- c) The Board may establish Rules governing the time for seasonal/holiday decorations, and any decorations displayed outside such time periods or which the Board in its sole discretion considers offensive may be removed by the Corporation. The costs of any repair or damage caused to the Common Property or costs of removal will be charged to the Unit and added to the assessment for Common Expenses for that Unit.

3.17 Laundry

Occupants shall not hang laundry other than within a Unit, nor shall clotheslines be placed anywhere on the Common Property, including upon Exclusive Use Areas.

3.18 Hallways and Corridors

Footwear and other personal property shall not be left in the hallways or corridors. Occupants are expected to be mindful of any carpeting on the Common Property, and not track muddy or soiled footwear through the hallways. No bicycles, skateboards, rollerblades, or similar devices shall be operated on any Common Property within the Building.

3.19 Air Conditioners

- a) Occupants shall not place, attach, or erect any window or other air conditioning appliance or utility in any Unit or upon the Common Property without the prior written approval of the Board.
- b) Owners may be granted permission for installing vented, central air conditioning in their Residential Unit or upon an attached balcony or patio provided the compressor is rated for sixty (60) decibels or lower and all reasonable steps are taken to minimize excessive noise and impact on adjacent Residential Units. Any modification of the Common Property to accommodate installation of air conditioning or for any other purpose may require a written agreement with the Owner which may be registered by way of caveat on title for the Owner's Residential Unit, all the Owner's sole expense.
- c) The Owner shall comply with any Rules enacted by the Board for installing air conditioning, and shall be responsible for all costs associated with installation and operation of any air conditioning appliance, including costs of moving the compressor if and when required for Building, patio or balcony repairs, and will be responsible for the costs of any damage caused to the Common Property or to another Unit from same, and such expenses may be charged back to the Unit and added to the assessment for Common Expenses for and be collectible as a Contribution owing by that Unit.
- d) Except with prior permission of the Board in writing and agreement of the purchaser to assume all responsibilities associated with air conditioning alterations, the Owner shall remove all alterations and restore the Common Property to its original condition prior to any sale of the Residential Unit.
- e) Window-mounted air conditioning units are strictly prohibited.

3.20 Exterior Windows

- a) Occupants shall not erect awnings or shades over the outside of exterior windows or hang or place any materials on the outside of any windows without the prior written permission of the Board.
- b) Nothing shall be hung or placed on or inside the exterior windows of a Unit that, in the opinion of the Board, is aesthetically displeasing when viewed from outside the Unit, for example, tin foil or flags. Only proper window coverings such as blinds, drapes, curtains, or shutters will be permitted.
- c) Nothing shall be thrown out of a window or thrown or pushed over the patio or balcony attached to a Unit, including water when cleaning, and no Occupant shall shake or clean mops, brooms, rugs, or other items out of a window or on a patio or balcony.

- d) Occupants shall be responsible for any damage to exterior doors and exterior window glass, locks, handles, and latches and other assemblies caused by misuse.
- e) Windows and balcony/patio doors shall be kept closed during the winter months when the temperature falls below zero (0) degrees Celsius.

3.21 Garbage Disposal

- a) Garbage, trash, and recycling shall not be left anywhere on the Common Property, including balconies or patios, but shall be placed in designated garbage or recycling bins provided by the Corporation.
- b) Garbage, vacuum, and recycling bags shall be double-bagged, sealed, or containerized prior to removal from Residential Units and placement in designated trash or recycling areas, ensuring that all bags and other trash are completely free of drips and leaks before leaving a Unit.
- c) Larger items, including boxes, shall be flattened down prior to placement in the designated trash or recycling bins.
- d) Occupants shall not place or permit to be placed excessively large or bulky trash, hazardous materials, construction/renovation materials, or other items unsuitable for removal in or around the designated trash or recycling bins, such as televisions, printers, vacuum cleaners, or mattresses. Occupants shall instead remove such items to the appropriate dump, eco-centre, or recycling station at the Occupant's expense in accordance with the requirements of the Municipal Authority.
- e) Occupants shall observe all bylaws and regulations of the Municipal Authority with respect to proper disposal of trash, garbage, recycling, electronics, mattresses, and other unwanted items.

3.22 Health and Sanitation

- a) No Owner or Occupant shall do anything or permit anything to be done that is contrary to any provisions, rules or ordinances of the Municipal Authority or any provincial or federal statute, or that is injurious to the health or regulation of the Units or Common Property.
- b) Units shall be kept clean and in good order, free of insects and vermin. Occupants shall not permit a Unit to become unsightly, unsanitary, or unfit for human habitation, and shall maintain all Exclusive Use Areas in a neat and tidy condition, as in accordance with these Bylaws.
- c) All Owners and occupants will comply with directions of the Board in its effort to exterminate and control pests and resolve any such problems.
- d) Where the Board determines that the Corporation will direct and coordinate such extermination efforts, such costs shall be a Common Expense, and where incurred as the result of the failure or refusal of an Owner or Occupant to comply with directions and procedures, or if the Owner's Unit is determined to be the source of infestation by the Board due to a failure of timely reporting, poor housekeeping, uncleanliness or other occupancy issues in the Unit, all resulting costs and expenses, including Legal Costs and costs of the Manager, may be added to and become part of the Unit's assessment for Common Expenses, be a caveatable charge on the Unit and be collectible in the same manner as an unpaid Contribution

- e) Any Occupant that has, in the opinion of the Board, caused or allowed a Unit to become unfit for human habitation or to be infested by pests, insects or vermin shall promptly comply with requests by the Corporation to remedy such conditions, and if not remedied to the satisfaction of the Corporation within such period as may be prescribed by written notice, the Occupant shall permit access to the Unit by the Corporation or its agents at any reasonable time to remediate the condition in the Unit and/or implement a reasonable pest removal/treatment plan, including preparation of the Unit and/or removal and storage of any personal property in advance of treatment, and all costs may be charged back to the Unit responsible and added to the assessment for Common Expenses of that Unit.
- f) Owners shall regularly inspect and maintain their Units, even while the Unit is vacant, and shall promptly report all instances of pest, insect and vermin infestation within their Units to the Board.

3.23 Privacy and Trespass

- a) Occupants shall not trespass or permit any trespass on any other Unit or on any part of the Parcel to which another Owner is entitled rights of exclusive use.
- b) Occupants shall have no right of access to any part of the Common Property used from time to time for utilities, Building maintenance, operating machinery, power generation (including solar power or panels) or any other parts of the Common Property used for the care, maintenance or operation of the Parcel generally, including mechanical and electrical rooms, without the prior written consent of the Board.
- c) Owners and Occupants shall not in any way tamper with, interfere with, damage, alter or otherwise modify any utilities or other services, including pipes, wires, cables, ducts, conduits, stacks, drains, or other facilities that may pass in, on, under, over or through the Owner's Unit or Exclusive Use Areas and that are capable of being used in connection with more than one Unit or with the Common Property without prior written approval of the Board.
- d) No Owner or Occupant shall permit a drone, with or without a camera or recording capabilities, to be flown over any part of the Parcel.

3.24 Building Security

- a) Occupants shall not permit entry to the Building by unknown individuals or tailgating and shall ensure that exterior doors close securely upon entering or exiting the Building. Owners are responsible for all costs incurred by the Corporation as a result of the Owner's failure in this regard which shall be charged back to the Owner's Unit and added to the Unit's assessment for Common Expenses, become a caveatable charge on the Unit and be collectible in the same manner as an unpaid Contribution.
- b) Financial solicitation for commercial purposes by Owners or Occupants is prohibited in the Building without prior Board approval in writing.

3.25 Landscaping

The Corporation shall be responsible for all landscaping of Common Property, and Occupants shall not plant, erect or cause to be planted or erected any fences, screens, barriers, awnings, shades,

partitions, trees, shrubs, flowers, or hedges anywhere on the Parcel without the prior written approval of the Board, except potted plants which may be kept on patios and balconies.

3.26 Structures on Common Property

No sheds, buildings, tents, trailers, or other structures, with or without sleeping quarters, shall be erected anywhere on the Common Property, and no part of the Common Property shall be used by an Owner or Occupant for the placing or storage of recreation or athletic equipment without the prior written approval of the Board. Small storage boxes may be permitted on patios and balconies however these must not extend above the patio/balcony railing.

3.27 Obstruction of Common Property

- a) Occupants shall not obstruct nor permit the obstruction of any part of the Common Property, including but not limited to the elevators, hallways, stairways, entrances, lobbies, roadways, passages, driveways, or sidewalks, nor use or permit them to be used for any purpose other than for ingress and egress to and from their respective Units.
- b) No Owner or Occupant shall interfere with or delay the Corporation in the performance of its maintenance duties or fail to comply with notices by the Board respecting parking and removal of vehicles or other personal property from the Common Property and/or Parking Units for purposes of maintenance, repairs, replacements, cleaning, snow and ice removal or other duties.

3.28 Personal Property and Storage

- a) Occupants shall not leave personal or household belongings anywhere outside of a Unit when not in actual use, other than barbecues, patio furniture and small storage boxes, potted plants, and seasonal decorations, all of which may be kept on patios and balconies. Potted plants are to be kept in proper pots or other plant containers. Nothing may be stored or kept on the Common Property which interferes with sprinkler heads.
- b) Occupants shall not store bicycles, scooters, canoes, and or similar vehicles/recreational items on the Common Property and shall comply with reasonable requests from the Board that such items be stored within a Unit when not in actual use, however bicycles may be kept on balconies or patios provided they are stored in such a way that they do not lean on the balcony/patio railing or against the side of the Building.
- c) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever left anywhere on the Common Property, nor will it be responsible for any loss or damage from any cause whatsoever to any contents or property kept, stored, or installed within any Unit. The insuring of any personal property wheresoever kept is the sole responsibility of the Owner, Tenant, or other Occupant, as the case may be.

3.29 Animals and Pets

- a) No pets or animals of any kind or nature whatsoever shall be kept in a Unit or on the Common Property except pets that are specifically approved by the Board in writing in advance, which approval may be withdrawn at any time on fifteen (15) days' written notice from the Corporation should any pet be deemed a nuisance (for example, vicious behaviour or excessive dog barking), or should the Owner or Occupant fail to abide with the Bylaws and any Rules approved by the Board for keeping pets. Pets already occupying Units at the time these Bylaws

are registered are permitted to remain in occupation until their demise, but Owners must, as with any new pets and only if they have not previously done so, provide the Board with a pet application detailing the number, species, breed in the case of dogs, size, age, name, and pet license number (if required).

- b) Examples of pets that may be approved include domesticated dogs, cats, and caged animals such as fish, birds, rabbits, and small rodents. The Board will not approve more than two (2) of the following to be kept in a Residential Unit at the same time:
 - (i) a bird larger than six (6) inches, or up to four (4) smaller birds;
 - (ii) a domestic cat;
 - (iii) a domestic rabbit;
 - (iv) a dog weighing no more than fifteen (15) kilograms when full grown; or
 - (v) fish kept in an aquarium not to exceed twenty-five gallons (not more than one tank permitted per Residential Unit);

Approval for large animals, multiple animals, uncommon or exotic animals (such as reptiles, spiders, and ferrets) or large aquariums and/or terrariums will be denied.

- c) Service animals that may be approved include certified and properly trained domesticated dogs, upon providing the Board with proof of certification of the dog in accordance with the *Services Dogs Act* or any statute passed in substitution thereof.
- d) All pets and service animals kept on the Parcel must be properly licensed and inoculated as required by the Municipal Authority and any other authority having jurisdiction over same, which information must be included in the application form for a pet or service animal submitted to the Board and must be updated upon request. All cats and dogs must be spayed or neutered unless deemed medically unsafe by a veterinarian.
- e) Any and all approved pets and service animals which may bear a leash and identification shall do so and be under direct control, custody, and supervision of a responsible adult individual at all times when on the Common Property, other than on an enclosed patio or balcony adjacent to a Unit, however no pet shall be left unattended thereon. "Under control" includes being leashed, secured in a kennel, or carried by the owner. Pets and service animals shall not be permitted to run at large or to urinate or defecate on any part of the Common Property nor shall they be leashed to shrubbery, trees, posts, or fences on the Common Property.
- f) Visiting pets are permitted to occupy Units for up to thirty (30) days without prior written approval of the Board if that pet would be permissible in accordance with these Bylaws.
- g) Owners and Occupants shall clean up after all waste from pets and service animals left on the Common Property including Exclusive Use Areas and shall place all such waste in proper garbage receptacles immediately.
- h) Any bylaws of the Municipal Authority in effect with regard to pets and service animals shall be in force on the Parcel, and municipal enforcement officers are hereby authorized to enforce the said bylaws on the Parcel.

- i) Occupants shall be responsible for maintaining their Unit, Exclusive Use Area and the surrounding areas clean of animal waste, free of objectionable pet odours at all times, and to ensure their pet or service animal does not cause unreasonable noise or a nuisance for other Occupants.
- j) Owners shall be responsible for the costs of cleaning or repairing any damage to the Common Property or to another Unit caused by a pet or service animal residing in their Unit, which costs may be charged back to such Unit and added to the Unit's assessment for Common Expenses, become a caveatable charge on the Unit and be collectible as a Contribution owing by that Unit.
- k) Birdfeeders and feeding wildlife from windows, doors, or patios and balconies of Units or in close proximity to same are strictly prohibited.
- l) The Board may adopt and from time to time, update Rules on application requirements and documentation, the approval process for pets and certified service animals, and the circumstances in which approvals may be withdrawn providing such Rules are consistent with these Bylaws.
- m) Breach of this Bylaw or any Rules in force with respect to pets or service animals may result in a requirement to remove the pet or service animal, and/or other Sanctions.
- n) Notwithstanding anything contained herein, if the Board reasonably determines that a pet is causing a nuisance or disturbance to other Occupants, causing damage to the property of the Corporation or Common Property, or being kept in a way that interferes with the use and enjoyment of another Unit, the property of the Corporation, or Common Property, the Board may, by providing written notice to the Occupant, require that the pet be kept in accordance with conditions imposed by the Board. If the Occupant fails to comply with the conditions, the Board may require the Occupant to remove the pet from the Parcel. Pets of a vicious nature or dangerous disposition are not permitted, and any pet that is determined to constitute a danger or threat may be ordered to be removed from the Parcel immediately.

3.30 Unit Sales

- a) No less than ten (10) days prior to a Unit being advertised for sale, or a listing agreement to sell the Unit is signed, whichever is earlier, the Owner shall notify the Board of their intention to sell. Within ten (10) days of receiving such notification, the Board or its representative shall conduct an inspection of the Unit and assigned Exclusive Use Areas and advise the Owner, in writing, of any Bylaw violations that must be cured prior to the sale of the Unit.
- b) Prior to a sale or transfer of a Unit, the Owner shall:
 - (i) correct and cure all violations of the Bylaws with respect to the Unit and/or Exclusive Use Areas assigned to same;
 - (ii) remove all unauthorized alterations and restore the Unit and any affected Common Property to its original condition; and
 - (iii) pay all monetary Sanctions levied against the Owner and/or any other Occupants including Tenants and pay all Contributions owing by the Unit.
- c) After a sale or transfer of a Unit, the purchaser or transferee shall be responsible for:

- (i) correcting and curing all Bylaw violations with respect to the Unit and any assigned Exclusive Use Areas; and
- (ii) removing all unauthorized alterations and restoring the Unit and any affected Common Property to its original condition.

3.31 Motor Vehicles and Parking

- a) No motor vehicle shall be driven on any part of the Parcel other than on a roadway, or into and out of a Parking Unit or Parking Stall, and at no time may a vehicle be operated on the Parcel at speeds greater than fifteen (15) kilometres per hour or such other speed as may be posted on the Parcel from time to time.
- b) No Parking Unit or Parking Stall may be used for anything other than parking of motor vehicles, and at no time shall storage of personal property within a Parking Unit be permitted without the prior written approval of the Board.
- c) Parking Units may only be used by Owners and Occupants of the Building or their guests, and may not be sold or leased to anyone who is not an Owner of a Residential Unit in the Building. If a Residential Unit has only one associated Parking Unit, that Parking Unit may not be sold to anyone other than a purchaser of that Residential Unit.
- d) No Occupant shall use any Parking Unit or Parking Stall other than one that is particularly designated for that Occupant's use or otherwise assigned by the Board.
- e) The Board may designate Visitor Parking Areas (and accessible parking) from time to time and may license or otherwise authorize the use of other Common Property Parking Stalls by Occupants, in its discretion. All visitors shall register their vehicles in accordance with the directions for same as posted on the Parcel from time to time, and Owners are responsible for any Sanctions or expenses incurred due to violations by visitors to their Units.
- f) Occupants are not permitted to park their vehicles in the Visitor Parking Area at any time without the approval of the Board.
- g) No motor vehicle may be parked in or upon any Visitor Parking Area for a period exceeding seventy-two (72) hour, whether or not the vehicle is being used daily, without prior Board approval in writing, having provided the Occupant's name and Unit associated with the visitor to the Board, as well as the vehicle make, model and license plate number and expected duration of parking.
- h) No motor vehicle, other than duly registered and operable class 1 private passenger automobiles, vans, trucks, or motorcycles may be parked on the Parcel at any time without the prior written approval of the Board. Without limiting the generality of the foregoing, no motor homes, campers, trailers, boats, snowmobiles, or other recreational vehicles, machinery or equipment of any kind, or propane powered vehicles are permitted to be parked on the Parcel without prior written approval of the Board.
- i) No vehicle weighing over four thousand (4,000) kilograms shall be parked anywhere upon the Parcel without the prior written approval of the Board, including moving trucks and contractor vehicles.

- j) Parking motorcycles requires a base beneath the kick stand at all times to prevent damage to the asphalt and/or concrete.
- k) A motor vehicle or other automobile that is:
 - (i) not used from day to day (unless the owner of such vehicle is absent for business, vacation, illness, or other short-term reason);
 - (ii) undergoing repairs of any nature;
 - (iii) leaking fluids;
 - (iv) uninsured;
 - (v) not displaying valid license plates;
 - (vi) excessively loud; or
 - (vii) not in operable condition;shall not be parked or stored anywhere on the Parcel.
- l) Vehicles may not be left idling anywhere on the Parcel for longer than fifteen (15) minutes at once.
- m) All vehicles must be parked in designated Parking Stalls and Parking Units within line markings in such a manner that does not impede the flow of traffic through the Parcel or use of parking areas by other Occupants.
- n) Occupants shall observe and abide by all Rules established by the Board from time to time for the use of Parking Stalls and the safe and orderly flow of traffic in or on the Parcel, including without limitation, speed limits, restricted parking, emergency access routes and directional controls.
- o) At no time shall an Occupant wash or clean a vehicle in such a manner as will cause a nuisance to other Occupants.
- p) No service involving fluids or major repairs or adjustments to motor vehicles may be made on any part of the Common Property or in a Parking Unit without the prior written approval of the Board.
- q) Owners are responsible for cleaning up all fluid leaks and a failure to do so may result in the Corporation attending to such cleaning and any costs incurred may be charged back to the Owner's Unit and added to the Unit's assessment for Common Expenses, become a caveatable charge on the Unit and be collectible as a Contribution owing by that Unit.
- r) No parking whatsoever is permitted in any fire lane or designated emergency access zone. Vehicles may only be parked, temporarily or otherwise, in designated Visitor Parking Areas, Parking Stalls or Parking Units.
- s) Parking Stall and Parking Unit plug-in facilities shall not be used to charge electric vehicles, whether by trickle charge or otherwise, nor shall Owners install electric vehicle chargers or

adapters anywhere on the Parcel without the written consent of the Board. Owners are responsible for the costs of repairing any damage to a Parking Stall or Parking Unit plug-in facility caused by misuse, and such costs may be added to the Unit's assessment for Common Expenses.

- t) Upon a Special Resolution being passed, the Corporation may install pay-per-use electric vehicle charging stations (EVCs) on the Common Property. Any such pay-per-use EVCs shall be charged at a reasonable rate set by the Board in its sole discretion and shall constitute Common Expenses of the Corporation, which may be charged back to individual Units that make use of the EVCs.
- u) Occupants shall remove their motor vehicles from Parking Stalls or Parking Units on written notice from the Board to do so for cleaning, sweeping, repairing or replacing the property, or snow removal.
- v) Offending vehicles may be tagged and towed without notice at the expense of the vehicle owner and such costs may be charged back to the Unit associated with that Parking Stall or Parking Unit and be added to the assessment of that Unit for Common Expenses, become a caveatable charge on the Unit, and be collectible as a Contribution owing against the Unit.

3.32 Exclusive Use Areas

- a) Subject to these Bylaws, each Unit shall have the right to exclusive use and enjoyment of such portions of the Common Property as may be designated by the Board on behalf of the Corporation, on such terms and conditions as the Board may determine from time to time, including any balcony or patio attached to such Unit, and a Common Property mailbox, provided the Owner shall observe and perform all maintenance and other obligations relating to such exclusive use.
- b) The Board may from time to time grant rights of exclusive use to Owners for Parking Stalls in the Board's discretion and subject to availability.
- c) Occupants have no right to use any portion of the Common Property designated by the Board for the exclusive use of another Unit.
- d) Occupants shall maintain their Exclusive Use Areas in a clean, tidy, and sightly condition, excepting normal wear and tear, and free of refuse, trash, waste, and debris, and shall not throw or push water, trash, snow, ice, construction or other unwanted materials, or any other objects off balconies or patios.
- e) The Board may suspend, withdraw and/or terminate rights of exclusive use upon giving sixty (60) days' written notice to the Owner of such Unit for which the right is to be suspended, withdrawn, or terminated.
- f) Notwithstanding any grant of exclusive use over the Common Property, the Corporation retains the free and uninterrupted right, at any and all reasonable times, to enter upon, pass and repass over, and occupy such areas for the purpose of carrying out any of the duties or powers of the Corporation. When access through a Residential Unit is required, twenty-four (24) hours' notice in writing shall be provided, except in case of Emergency.

- g) All items of personal property stored on balconies or patios must be properly secured so as not to create a hazard during periods of high wind or gusts.
- h) No hazardous or other materials deemed objectionable by the Board may be stored on balconies or patios at any time, other than propane tanks up to twenty (20) pounds in size attached to functioning barbecues.
- i) No screens, barriers, awnings, shades or other partitions are permitted to be permanently installed or erected on patios or balconies or permanently mounted or affixed to the exterior of the Building in any way without prior written permission of the Board.
- j) The Board may make Rules for use and maintenance of Exclusive Use Areas from time to time in its discretion to address activities likely to affect adjacent Occupants (e.g. Rules may be made with respect to Owners' obligations for the general appearance and maintenance, or storage of personal property and decorations, providing same do not conflict with these Bylaws).
- k) If any owner shall fail to maintain, repair or correct any issue with their assigned balcony, patio other Exclusive Use Area assigned, leased or licensed to their Unit in accordance with these Bylaws after ten (10) days' written notice to the Owner to correct any maintenance problem, then the Board or its representative may attend to the maintenance, repair or correction and all costs incurred by the Corporation in so doing may be charged back to the Unit associated with that Exclusive Use Area and be added to the Unit's assessment for Common Expenses, become a caveatable charge on the Unit, and be collectible as a Contribution owing against the Unit.

3.33 Debris, Damage and Destruction

Owners, their Tenants, Occupants, family, visitors, servants, agents, contractors, licensees, and invitees, shall not harm, mutilate, destroy, waste, alter or litter on any part or parts of the Common Property or on the real or personal property of the Corporation, including without limitation, any and all parts of the Building and other fixed improvements forming part of the Common Property and landscaping (including trees, grass, shrubs, hedges, flowers and flower beds). Any damage so caused or clean-up of any garbage or debris may be charged back to the Unit and added to the assessment for Common Expenses of the Unit responsible, become a caveatable charge on the Unit, and be collectible in the same manner as an unpaid Contribution.

3.34 Amenities Areas

- a) There are Amenities Areas for the use of Occupants and Owners, and their guests from time to time provided they are accompanied at all times by an Occupant.
- b) The Board may pass Rules and other policies in relation to use of the Amenities Areas, including but not limited to hours and restrictions on access or use of such areas, reservation systems, fees for private rental and security deposits, and cleaning requirements.
- c) No smoking or vaping, commercial activities or solicitation, illegal activity, or disorderly conduct are permitted in Amenities Areas at any time, nor is any alcohol consumption permitted in Amenities Areas without the prior written permission of the Board and compliance with any Rules in force regarding alcohol consumption in the Amenities Areas.

- d) If an Occupant's use of an Amenities Area results in the Corporation incurring costs for cleaning and/or repairing or replacing property as a result of damage, such costs shall be charged back and added to the assessment of the Occupant's Unit for Common Expenses, become a caveatable charge on the Unit, and be collectible as a Contribution owing against the Unit.

3.35 Liability of Unit Owner for Damage

- a) Each Owner shall be responsible for the repair and maintenance of their Residential Units, for the care and maintenance of their Exclusive Use Areas and Parking Units, and for any damage done to any Units or to the Common Property caused by an act or omission of the Owner, their Tenants or other Occupants, and/or their family, pets, visitors, servants, agents, contractors, licensees and invitees of their Unit, whether negligent or not. Should any Owner fail in their duty to maintain, care for and/or repair or replace those items for which he is responsible in a manner satisfactory to the Board or its representative after written notice to do so, the Board may do or cause to be done the maintenance, repair or replacement, and the Owner affected shall reimburse the Corporation for all monies expended including labour, materials, normal overhead and profit, costs of the Manager, if any, and Legal Costs. All such amounts incurred by the Corporation in respect of the doing of such maintenance and/or repairs plus Legal Costs, if any, shall be charged to such Owner's Unit and shall be added to and become part of the Unit's assessment for Common Expenses.
- b) The Corporation may use any and all available remedies to recover all costs incurred by it in maintaining, replacing or repairing damages to Units and/or Common Property caused by an act or omission of an Owner, their Tenants, Occupants, family, visitors, servants, agents, contractors, licensees and invitees of their Unit, and may recover all Legal Costs and any other costs incurred, which costs shall be charged to such Unit and shall be added to and become part of the Unit's assessment for Common Expenses.

4. REPAIR AND MAINTENANCE RESPONSIBILITIES

4.1 Corporation Responsibilities

Further and/or in addition to the duties of the Corporation for maintenance, repair and replacement in the Act, the Corporation, through its Board or a duly appointed agent or Manager, shall:

- a) where practical, regularly maintain the landscaping on the Parcel, including watering, mowing, and fertilizing all grass, gardens, trees, and shrubs (as reasonably required in the Board's determination);
- b) provide for the seasonal removal of snow, ice, slush and other debris from roadways, exterior parking areas (Parking Stalls, Parking Units and Visitor Parking Areas), sidewalks and walkways on the Parcel, and any other areas designated for vehicular or pedestrian traffic or outside parking, and make reasonable efforts to keep such areas reasonably free from ice, snow, and debris with regular sanding or other actions as may be required from time to time;
- c) provide adequate janitorial/cleaning of Common Property areas inside and outside the Building;

- d) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain, repair or replace their Parking Units, the Common Property and/or Exclusive Use Areas, keep in a state of good and serviceable repair and properly maintain and replace the Common Property and any real and personal property of the Corporation notwithstanding that maintenance, repair or replacement may be required as a result of reasonable wear and tear or any cause whatsoever, including, but not limited to the following:
- (i) all parking areas, parking lines, driveways, roadways, curbs, sidewalks, and walkways, subject to Owners maintaining their Parking Units in a neat and tidy condition;
 - (ii) all interior Building stairways, hallways, foyers, lobbies, fire doors, lighting, furnishings, equipment, elevators, furnishings, and finishings and fixtures installed on the Common Property;
 - (iii) all outside surfaces of the Building, including but not limited to exterior walls, sheathing, framing, insulation, roofs and all roofing materials, attic spaces, foundations, eaves and eavestroughs, fascia, soffit, exterior drains, taps, electrical plug-ins, exterior beams and trim, balconies, patios, railings and decks, and exterior siding and/or other facades, subject to Owners maintaining their balconies and/or patios in a neat and tidy condition and free of snow, ice, animal feces, trash and debris;
 - (iv) all exterior doors and windows, including their frames and assemblies, glazing or glass, seals, weatherstripping, and caulking (but excluding screens, screen doors, door hardware, and other components of exterior Residential Unit doors and windows for which the Owners are responsible herein, such as the interior trim and mouldings, and window glazing or glass if the same is damaged or broken by an act or omission of the Owner or Occupant);
 - (v) all perimeter fencing, retaining walls, pillars, posts, signage, mailboxes, and municipal address identification numbers on the front of the Building, Parking Units, and exterior hallway doors of Units;
 - (vi) all Common Property mechanical, heating, plumbing and lighting systems, equipment or facilities located within or abounding the Parcel, including all pipes, wires, cables, ducts, plumbing, vents, storm drains and sewers, and all utility services within, on, under or through the Common Property, such as electrical lines, plumbing pipes and drains, telephone and cable/internet lines, sprinkler and fire suppression systems, fire hydrants, electrical boxes and transformers, natural gas pipes and lines, wires, cables, ducts, valves, conduits, and all appurtenances related thereto, and any other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit and/or the Common Property, including the radiant/hydronic baseboard heating system servicing all Residential Units, but excluding water shut-off valves for kitchen and bathroom plumbing located in the Residential Units which shall be the responsibility of the Owners; and
 - (vii) all other Common Property utilities, hardware, facilities, equipment, and accoutrements within, on, in, under or through the Common Property and/or affecting the appearance, usability, value or safety of the Parcel as a whole.

- e) The Corporation shall make repairs or arrange for and supervise repairs to a Unit after an insured loss if the Corporation is responsible for insuring the property affected by the damage.
- f) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for the cost of repairing damage to any of the Common Property or to any Unit caused by any accidental, willful, or negligent acts of the Owner, their pets, members of their family, Tenants, invitees, contractors, licensees, Occupants, or visitors, or from any occurrence originating within the Owner's Unit. If the cost of repairing the damage is recoverable from the proceeds of the insurance obtained and maintained by the Corporation, the Owner shall be responsible for the payment of any deductible portion of the claim as set out in these Bylaws under Insurance.
- g) The Owners agree to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead, and all costs, including the Corporation's Legal Costs, incurred in respect of the doing of such repairs and the monies owed to the Corporation shall form a charge on the Unit and be added to the Unit's assessment for Contributions to Common Expenses.

4.2 Owner Responsibilities

- a) Each Owner is responsible for repairing and maintaining their Units and Exclusive Use Areas as well as any renovations, modifications or alterations of Common Property or Exclusive Use Areas made by the Owner, whether current or predecessor.
- b) In particular, Owners are responsible for maintaining, repairing, and replacing the following:
 - (i) all Fixtures and Finishings described on the current registered Standard Insurable Unit Description applicable to their Unit or class of Residential Unit, with the exception of the Common Property radiant baseboard heating system and its in-unit controls, lines, conduits and other components;
 - (ii) exterior door passage sets, locks and doorbells (if any), door and window cases, trims and mouldings which are located on the interior of the Unit (but not including the exterior door and window frames and other exterior door and window assembly components, which shall be the responsibility of the Corporation), window screens and screen doors, and window glazing if same is damaged by an act or omission of the Owner or Occupant;
 - (iii) all bulbs for light fixtures attached to balconies or patios assigned to their Residential Unit for exclusive use;
 - (iv) all plumbing, electrical, heating, ventilation and air conditioning systems, panels, pipes, wires, lines, drains, conduits, and filters located within the Unit that service only that Owner's Residential Unit, including garburators and fireplaces, if any; and
 - (v) any water, gas or other shut-off or other valves, heat pumps, thermostats, other in-unit controls, switches, jacks, thermostats, carbon monoxide and/or smoke detectors located within the Owner's Residential Unit that service only that Unit.
- c) Should any Owner fail to maintain and/or repair in a manner satisfactory to the Board or its agents those items for which they are responsible after seven (7) days' written notice to do so

given by the Board or its representative, then the Board may do or cause the maintenance and/or repair to be done.

- d) The Owners agree to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead, and all costs, including the Corporation's Legal Costs, incurred in respect of the doing of such maintenance or repairs and the monies owed to the Corporation shall form a charge on the Unit and be added to the Unit's assessment for Contributions to Common Expenses.

5. THE CORPORATION

5.1 Duties of the Corporation

Further and/or in addition to the duties of the Corporation set out in the Act and the duties of repair, maintenance, and replacement specified in these Bylaws, the Corporation shall, through its Board or a duly appointed agent or Manager:

- a) control, manage, maintain, repair, and administer the Common Property and all the real and personal property owned or leased by the Corporation for the benefit of all the Owners and in the best interest of the Corporation as a whole;
- b) do all things required of it by the Act, these Bylaws, and any Rules of the Corporation in force from time to time;
- c) enforce the Act, the Bylaws, and any Rules of the Corporation in force from time to time as against Owners and anyone in possession of or occupancy of a Residential Unit;
- d) comply with notices or orders by any Municipal Authority or other government or public agency having authority over the Parcel requiring repairs to or work to be done in respect of the Common Property or any other property owned or leased by the Corporation;
- e) provide natural gas and other utility services required for the operation of the entire Parcel, including heating and water/sewer/drainage service to Units, and heating, electricity, and water/sewer/drainage serving the Common Property generally;
- f) provide garbage and recycling receptacles or containers on the Common Property and provide for regular collection therefrom;
- g) maintain a number of dedicated Parking Stalls on the Common Property for visitor and accessible parking exclusively and establish Rules for Visitor Parking Areas from time to time;
- h) obtain and maintain in full force all insurance required by these Bylaws and by the Act to be maintained by the Corporation, and upon the written request of an Owner, Mortgagee or duly authorized agent of such Owner or Mortgagee, produce a copy of the policy or policies of insurance maintained by the Corporation or a certificate or memorandum thereof;
- i) establish and periodically review a Standard Insurable Unit Description in respect of the Corporation's property insurance coverage and maintain a copy of same with the Land Titles Office in the Province of Alberta or otherwise as may be required by the Act;

- j) 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, appraisals, and approvals provided to the Corporation;
- k) retain any prescribed documents for at least the period of time prescribed in the schedule for retention in the Act as amended from time to time in relation to that document;
- l) indemnify every current and former Board Member, employee or officer, and their heirs, executors and administrators against all loss, costs and expense, including Legal Costs, as may be 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, employee or officer of the Corporation, except as to matters in which they are finally adjudged in such action, suit or proceeding to be liable in gross negligence or for any criminal or wrongful act done or attempted in bad faith or dishonesty. All liability, losses, damages, judgments, settlements, costs, Legal Costs and/or other expenses incurred or suffered by the Corporation by reason of or arising out of or in connection with the foregoing indemnification shall be Common Expenses of the Corporation; and
- m) 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 and collect amounts owing to the Corporation by the Owners.

5.2 Powers of the Corporation

The Corporation may:

- a) purchase, hire, lease or otherwise acquire or dispose of or deal with personal and real property for use by the Owners in connection with their enjoyment of the Common Property or the Units, provided that real property shall only be acquired or disposed of on approval by a Special Resolution of the Corporation;
- b) borrow monies required by it in the performance of its duties or the exercise of its powers in accordance with the requirements of the Act, provided that:
 - (i) the Corporation shall not borrow in excess of fifteen (15%) percent of the Corporation's revenues as set out in the most recently prepared financial statements on any one occasion, or
 - (ii) incur aggregate indebtedness at any time exceeding \$10,000.00, or such other maximum amounts as may be set out in the Act,

without the borrowing or incurring debt being approved by Ordinary Resolution of the Corporation. Notwithstanding anything in these Bylaws, should the Corporation borrow monies and the Owners have the option of opting out of the costs of the loan by pre-paying their proportionate share of the loan, or paying their proportionate share of the assessment on which the loan is based, then the Common Expenses apportioned, levied and assessed upon the Owners shall be in proportion to both their Unit Factors and whether or not each Owner has paid their proportionate share of the loan or the underlying assessment, and all Owners who do not so pre-pay shall be assessed the costs, expenses and interest of the loan in accordance with their Unit Factors and in proportion to all other Owners who likewise did not pre-pay. All Owners who opt out of the loan by prepaying their proportionate share or their proportionate

share of the assessment shall not be assessed the costs, expenses, and interest attributable to the loan;

- 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 combination of those means;
- d) invest as it may determine, any monies in the Capital Replacement Reserve Fund and/or other Contributions collected to the extent permitted by and in accordance with the Act;
- e) make an agreement with any Owner or Occupant of a Residential Unit for the provision of amenities or services by it to the Unit or to the Owner or Occupant thereof, and grant a lease or license of Common Property to an Owner in accordance with the provisions of the Act;
- f) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property, or special privileges in respect thereof, on such terms and conditions as may be determined by the Board from time to time provided that such exclusive use shall be available for the benefit only of Owners, purchasers, Tenants and other lawful Occupants of such Units, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on sixty (60) days' notice by the Corporation;
- g) do all things reasonably necessary for the enforcement of the Act, these Bylaws and any Rules of the Corporation, and the control, management and administration of the Common Property, the Units, and the real and personal property of the Corporation, including without restriction the following:
 - (i) commencing any proceedings contemplated under the Act;
 - (ii) imposing monetary or other Sanctions for violation of these Bylaws as provided for in herein, and in accordance with the Act;
 - (iii) imposing, collecting, and using deposits for the rental of a Unit as permitted under the Act, provided that the deposit for the rental of a Unit shall not exceed the maximum amount allowable therein; and
 - (iv) giving notice to a Tenant and to the Tenant's Landlord requiring the Tenant to give up possession of a Unit pursuant to the Act, and making any applications to the Court for an order to give up possession;
- h) pay an annual honorarium, salary, or stipend to a member of the Board, as may be determined from time to time by Ordinary Resolution of the Corporation;
- i) establish and enforce Rules for the control and administration of the Common Property, to preserve the character of the Parcel and the integrity of design and appearance of the Common Property including but not limited to renovation approvals, pet approvals, use of the Amenities Areas by Owners and Occupants, Visitor Parking Areas and use of other Common Property Parking Stalls;
- j) in the event an Owner does not maintain or repair their Units or Exclusive Use Area in accordance with these Bylaws or any standards set by the Corporation after receiving written notice to do so, enter upon the Unit and/or Exclusive Use Area and carry out such work, and

charge to the Owner of the Unit all costs incurred by the Corporation in so doing, including Interest, administrative/Manager's costs, and any enforcement or Legal Costs, which costs and expenses shall be added to and become part of the Unit's assessment for Common Expenses, become a caveatable charge on the Unit, and be collectible in the same manner as an unpaid Contribution;

- k) in the event of fire, gas, water leakage, pipe freezing, excessive heat or other Emergency, or required entry on which proper notice has been issued in writing and no entry has been permitted, force entry into any Residential Unit for the purpose of dealing with such Emergency or other required work, and for the purpose of protecting the Common Property, the property of other Owners, Tenants and Occupants, and the Corporation's property, as the case may be, and in such cases the Owner shall indemnify and hold harmless the Corporation for any loss or expenses caused to the Owner by such entry and reimburse the Corporation for any costs incurred by the Corporation in forcing such entry and responding to such emergency provided that the Corporation and its agents and employees exercise reasonable care and diligence in so entering;
- l) direct and coordinate pest extermination and prevention efforts in Residential Units where the Board has reason to conclude that treatment must extend beyond a single infested Unit, including the choice of pest extermination company, the extermination and prevention procedures, preparation of Units, and the timing of such efforts;
- m) impose and collect all fees and other charges referred to in these Bylaws, including but not limited to fees for production of documents upon request, NSF charges, fees charged pursuant to a Management Agreement, and rental deposits, all of which shall be considered Common Expenses that may be added to and form part of an individual Unit's assessment for Common Expenses, become a caveatable charge on the Unit, and be collectible in the same manner as an unpaid Contribution;
- n) charge fees for the production of documents required to be produced upon receiving written requests from Owners, Mortgagees and/or purchasers of Units in accordance with the Act;
- o) charge interest at the Interest Rate on outstanding assessments for Common Expenses, monetary sanctions and other monies owing by a Unit Owner, Tenant, or Occupant to the Corporation;
- p) install security cameras and systems on the Common Property in order to preserve and/or enhance security of the Building and the Condominium Property from time to time, and in so doing the Owners hereby also consent to the collection, use and disclosure of their personal information for such purposes, as well as for use by the Corporation and/or its agents in remedying or correcting any violations or infractions under these Bylaws;
- q) reimburse members of the Board for training and educational courses in condominium board duties and administration, which amounts shall be considered Common Expenses; and
- r) exercise all of the rights and powers conferred on the Corporation by the Act, and the Bylaws of the Corporation.

6. THE BOARD OF DIRECTORS

6.1 Exercise of Powers and Duties

- a) The rights, powers and duties of the Corporation shall, subject to any restriction imposed or direction given by an Ordinary Resolution of the Corporation, be vested in, exercised, and performed by the Board of Directors, which shall at all times act in the best interests of the Corporation as a whole, interpreting and enforcing the Act, Bylaws and Rules in a reasonable, fair, and equitable manner, having reasonable regard to all known circumstances.
- b) Every member of the Board, in performing their duties and exercising the powers of an Officer or Director of the Corporation, shall:
 - (i) act honestly and in good faith with a view to the best interests of the Corporation,
 - (ii) exercise the care, diligence, and skill that a reasonably prudent individual would exercise in comparable circumstances, and
 - (iii) protect personal information of all members of the Corporation and keep confidential information received or which is accessible to them by virtue of their position as a director for the Corporation.

6.2 Duties of the Board

The Board shall, on its own or through a Manager appointed by it, enforce the provisions of the Act and Bylaws and any Rules of the Corporation as may be in force from time to time. In particular, and in addition to any other duties prescribed by the Act, the Board shall:

- a) do all things reasonably necessary on behalf of the Corporation for the enforcement of the Bylaws, the Act and Rules of the Corporation, and for the control, management and administration of the Common Property and any part of a Unit with which the Common Property may be connected or concerned;
- b) keep or cause to be kept proper records and accounts in respect of all sums of money received and expended by the Corporation, and the matters in respect of which such receipts and expenditures take place, as well as of all the assets and liabilities of the Corporation;
- c) prepare or cause to be prepared, in accordance with generally accepted accounting principles, accurate and proper financial statements relating to all monies of the Corporation and the income and expenditures thereof, and cause to be prepared audited annual financial statements for distribution and approval by the Owners at each Annual General Meeting;
- d) call General Meetings of the Corporation as required by the Act and these Bylaws and when, in the Board's opinion, it is appropriate to do so, including calling a Special General Meeting within thirty (30) days of receiving a written request from Owners whose Units represent not less than fifteen (15%) percent of the total Unit Factors for all the Units or as in accordance with the requirements of the Act;
- e) call an Annual General Meeting of the Owners, and those Mortgagees who have notified the Corporation of their interest, once in each calendar year, allowing no more than fifteen (15) months to elapse from one AGM to the next (or such other time period as may be prescribed

by the Act from time to time), and comply with all the notice and other documentation requirements as set out under the Act that may pertain to AGMs from time to time;

- f) submit to the Corporation prior to each Annual General Meeting an annual report consisting of the annual financial statements, an annual reserve fund report, a budget for the upcoming fiscal year, and such other information or documents as the Board may determine, or as may be directed by Ordinary Resolution of the Corporation, or as may be required by the Act from time to time;
- g) cause accurate minutes to be kept of the Board's proceedings and of the proceedings of all General Meetings of the Corporation;
- h) upon the written request of an Owner, Mortgagee, or purchaser of a Unit, provide the particulars (e.g. an Information Statement) and copies of any documents required to be produced upon request pursuant to the Act;
- i) upon the written request of an Owner, Mortgagee or any person authorized in writing by one of them,
 - (i) make the financial records and all minutes of the meetings of the Corporation and meetings of the Board available for inspection at all reasonable times; and
 - (ii) give a complete statement of the standing of that Owner's Unit with regard to Common Expenses and with regard to fulfillment of the Owner's obligations in connection with the Parcel and/or the Owner's Units (e.g. an Estoppel Certificate);
- j) cause to be prepared and provide to all Owners and Mortgagees who have notified the Corporation of their interest all documents, reports, plans and statements as may be required by the Act to be provided from time to time, within the timeframes specified therein;
- k) determine from time to time the amounts required to be levied in respect of the Common Expenses of the Corporation, develop annual budgets, and assess Contributions upon the Owners in proportion to the Unit Factors for their respective Units, or on a basis other than in proportion to the Unit Factors of the Owners' respective units as set out herein, or when, in the discretion of the Board, it is equitable to do so, having regard to any damages caused or attributable to the Owner or the Owner's Unit, or to any act, omission or violation of these Bylaws or the Act by the Owner, their Tenants, Occupants, family, visitors, servants, agents, contractors, licensees and invitees to the Owner's Unit which caused or contributed to the expense(s) being incurred;
- l) cause to be collected all Contributions towards Common Expenses, chargebacks, insurance deductibles, monetary Sanctions, accrued interest and any other amounts owing to the Corporation by Owners and Occupants from time to time;
- m) maintain appropriate funds and/or accounts for administrative and operating expenses sufficient for the control, management, and administration of the Common Property, and for the discharge of any other obligation of the Corporation;
- n) maintain a Capital Replacement Reserve Fund and a five-year reserve fund plan (or such other timeframe as may be required by the Act from time to time) for the purpose of effecting major repairs and replacement of the Common Property and any real or personal property of the

Corporation, or any portion of a Unit which is to be maintained, repaired or replaced by the Corporation, and which repair or replacement does not occur annually;

- o) employ for and on behalf of the Corporation a qualified person to, from time to time, complete Capital Replacement Reserve Fund studies and reports, and make recommendations to the Board in respect of the establishment, maintenance, collection, and potential investment of monies to be paid into the Capital Replacement Reserve Fund;
- p) pay all sums of money required to be paid on account of all services, supplies, utilities, and assessments provided to or for the benefit of the Corporation;
- q) maintain and periodically review the Standard Insurable Unit Description and levels of insurance required by these Bylaws and by the Act to be maintained by the Corporation, and from time to time settle and enter into insurance trust agreements as may be required; and
- r) cause appropriate notices to be filed with the Land Titles Office for Northern Alberta as to the names and addresses for service of all Board members from time to time, any changes to the registered address of the Corporation, changes to the Standard Insurable Unit Description, amendments to the Bylaws, and any other filings as required by the Act.

6.3 Powers of the Board

In addition to such rights and powers of the Board as set out under the Act, the Board may:

- a) make such reasonable Rules as are required from time to time in its discretion, and which are consistent with the Act and these Bylaws:
 - (i) in relation to the use, safety, and enjoyment of the Common Property and Amenities Areas,
 - (ii) for the interpretation and enforcement of the Bylaws and of the Act,
 - (iii) for the control, management and administration of the Common Property and Units generally (but without restricting the use of Units), and
 - (iv) to clarify and implement the occupancy requirements, restrictions and other duties of Owners and Occupants set out in these Bylaws, such as renovations, pets, use of Units, Common Property and Exclusive Use Areas, acceptance of proxies, and use of the Amenities Areas,

so as to preserve the character and maintain the integrity of the Parcel and support the administration of same. Upon enacting a new Rule, the Board shall notify all Owners and Occupants in writing at least thirty (30) days prior to the new Rule taking effect (or such other notice period as required by the Act), unless in response to an Emergency, in which case the new Rule shall take effect immediately on written notice being posted conspicuously in the Common Property, but shall cease to apply when the Emergency no longer exists, and all Rules approved by the Board may be repealed by Ordinary Resolution of the Owners.

- b) meet together for the conduct of business, adjourn, and otherwise regulate its meetings in accordance with the Act and these Bylaws;

- c) allow Board members to attend meetings of the Board by telephone, teleconference, video conference or other electronic means approved from time to time, provided that such Board member has advised the remainder of the Board in writing not less than three (3) days in advance so that such attendance can be accommodated;
- d) vote on Board resolutions between meetings in writing and/or via electronic means, including by telephone, email, video conference or other electronic method as may be approved by the Board from time to time and record the outcome of any resolutions so made in the minutes of the next Board meeting;
- e) subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of the Board members or other persons such of its powers and duties as it deems appropriate, and at any time as the Board so desires, revoke such delegation;
- f) appoint and dissolve committees for various purposes, as determined by the Board in its discretion, which shall set the scope, mandate, and authority of each such committee;
- g) set and charge reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be provided on request in accordance with the Act;
- h) establish by Board resolution, a fiscal year for the Corporation, and in the absence of such resolution, the Corporation's fiscal year shall be the calendar year; and
- i) in its sole discretion, employ for and on behalf of the Corporation an independent professional management company or Manager to supervise, manage, carry out and perform any and all delegable duties of the Corporation as the Board may determine from time to time, subject always to the control and direction of the Board of Directors and the following requirements:
 - (i) the Manager shall be reasonably fit and suited to performing such duties and possess all the certification or licensing that may be required by the Act or other applicable legislation;
 - (ii) the Manager need not devote their full time to the performance of duties of the Corporation so long as those duties are performed in good and sufficient fashion;
 - (iii) the Manager shall not act as a rental or leasing agent for Owners in respect of Units in the Parcel;
 - (iv) the Manager shall maintain professional liability insurance in the minimum amount of one million (\$1,000,000.00) dollars or such other amount as prescribed by law and applicable to the Manager, for the benefit of and naming the Corporation as an additional insured, such that it may not be cancelled or materially modified without written notice to the Corporation and shall provide satisfactory proof of same to the Board upon request;
 - (v) any Manager appointed by the Board may, from time to time, make expenditures not to exceed the limits established by the Board from time to time and communicated in writing to the Manager or as set out in the Management Agreement at one time without specific prior approval of the Board in writing, unless such expenditure is in direct and immediate response to an Emergency; and

- (vi) the Corporation shall indemnify any Manager, including its directors, officers, employees, heirs, executors, administrators and assigns against all losses, damages, costs, other expenses, and Legal Costs reasonably incurred by it in connection with any action, suit or proceeding to which it may be made a party by reason of its being or having been a Manager for the Corporation, except as to matters as to which it shall be finally adjudged in such action, suit or proceeding to be liable for any criminal or wrongful act done or attempted in bad faith, or for willful misconduct, fraud, dishonesty or gross negligence, and all costs, damages, judgments, settlements, Legal Costs, and expenses incurred or suffered by the Corporation by reason of or arising out of or in connection with the foregoing indemnification provision shall be Common Expenses of the Corporation.

6.4 Board Member Conduct

- a) All acts done in good faith by the Board are, notwithstanding it is later discovered that there was some defect in the appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.
- b) The Board may establish and from time to time modify a formal Code of Conduct for the Board to ensure all members of the Board communicate with each other in a civil manner at all times and maintain the confidentiality of all Board proceedings. Any Code of Conduct so developed shall recognize and give effect to the fiduciary duties owed by directors to the Corporation, emphasizing duties of confidentiality, loyalty and honesty to the Corporation.
- c) If a Code of Conduct is so established, each member of the Board must be provided with the Code of Conduct and shall:
 - (i) acknowledge in writing that they are aware of the Code of Conduct and agree to comply with the Code of Conduct while acting as a member of the Board, and
 - (ii) return the written acknowledgment to the Secretary and/or to the Manager, if any, for filing with the Corporation's records.
- d) Until in compliance with this section, a member of the Board is not permitted to vote at meetings of the Board, and after failing to comply for two (2) consecutive meetings, the member may be removed from the Board by resolution of the remaining members of the Board and replaced as a casual vacancy as set out herein.

6.5 Composition and Board Eligibility

- a) The Board shall consist of not less than three (3) and not more than seven (7) individuals unless there are no Mortgagees and not more than three (3) Owners of all the Units in the Parcel, then the Board shall consist of all Owners, or such number of individuals as the Owners of all the Units may determine by Ordinary Resolution.
- b) An individual must be an Owner, or spouse of an Owner residing in the Unit (legal or common law), or a duly authorized representative of a corporate Owner or Mortgagee for membership on the Board.
- c) An individual may not be a member of the Board unless that individual is twenty-one (21) years of age or older.

- d) Where a Unit has more than one (1) Owner, only one (1) such Owner may sit on the Board at one time.
- e) No more than two (2) members of the Board shall be non-Owners, that is, spouses of Owners or representatives of Mortgagees.
- f) An individual is not eligible for election or appointment to the Board if Contributions toward Common Expenses in respect to any Unit owned or represented by that individual are in arrears or if the Owner of a Unit represented by that individual is indebted to the Corporation in respect of monetary Sanctions owing to the Corporation (provided a Court judgment in respect of the Sanction has been obtained by the Corporation) for more than sixty (60) days prior to the election, and the person fails to remedy the arrears or satisfy the judgment before the scheduled day of the meeting at which the election is to take place.
- g) An individual is ineligible for election or appointment to the Board or continuance on the Board if they or a member of their household is hired, employed, or contractually engaged for profit by the Corporation, or if they are involved in legal proceedings against the Corporation, the Board or any individual director.

6.6 Representatives of Corporate Owners and Mortgagees

- a) An Owner that is a corporation, or a Mortgagee in respect of a Unit may, by proxy, power of attorney or resolution of its own directors, appoint such individual as it deems fit to act as its representative at meetings of the Corporation, which individual may be eligible for election to the Board subject to the requirements set out herein and provided a valid proxy, power of attorney or directors' resolution is presented to the Board for validation prior to the election in which the individual may be nominated for a position on the Board and by any deadline prescribed in Rules regarding proxies as may be in force from time to time.
- b) An Owner that is a corporation or a Mortgagee of a Unit which is elected to the Board may appoint an individual proxy to attend Board meetings, which individual shall count towards quorum and may vote on behalf of the principal Owner or Mortgagee at meetings of the Board.

6.7 Election and Term of Office

- a) Subject to the following, members of the Board shall be elected at Annual General Meetings to serve for two (2) year terms, with each such term expiring at the conclusion of the Annual General Meeting convened in the second (2nd) year following the year in which the member was elected.
- b) At any election of the Board, each person entitled to vote may vote for as many nominees as there are vacancies on the Board to be filled.
- c) If an equivalent or fewer individuals are nominated for positions on the Board of Directors than the number of vacant positions, then an election is not required, and the chairperson, after ensuring that in fact, no individuals present wish to make further nominations by calling for nominations twice, shall declare that the nominees are appointed by acclamation.
- d) If more individuals are nominated for positions on the Board of Directors than the number of vacancies, then an election is required.

- e) A retiring member of the Board may be re-elected to serve multiple consecutive terms of office.
- f) Any individual who is nominated for election to the Board shall, prior to the election, make full disclosure to the Corporation of any direct or indirect legal issues or claims, business relationships, or pecuniary interests the individual may have with the Corporation that could constitute conflicts or potential conflicts of interest.
- g) Each Board member shall remain in office until their term of office expires, the Board member is removed, or their office is vacated in accordance with these Bylaws or the Act, or the Board member resigns their office in writing.

6.8 Conflicts and Material Interests

- a) Where a member of the Board has a material interest in any agreement, arrangement, or transaction to which the Corporation is or may become a party, that individual remains entitled to attend meetings of the Board, but must:
 - (i) declare to the Board that individual's interest in the agreement, arrangement, or transaction,
 - (ii) recuse themselves and not vote in respect of any matter respecting that agreement, arrangement, or transaction, and
 - (iii) not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement, or transaction.
- b) This section does not apply to an agreement, arrangement, or transaction in which the director has a material interest if that material interest exists only by virtue of that person being the Owner of a Unit.

6.9 Removal, Disqualification and Casual Vacancy

- a) Except where the Board consists of all the Owners, the Corporation may, by Ordinary Resolution at any General Meeting, remove any member of the Board before the expiration of their term of office and appoint another individual in their place to hold that office for the remainder of the term.
- b) The office of a Board member is automatically vacated if the director:
 - (i) is or becomes an undischarged bankrupt under the *Bankruptcy and Insolvency Act*, or any legislation passed in substitution thereof, or in the case of a company that is a director, becomes bankrupt or makes an assignment for the benefit of creditors or if proceedings are taken to wind up the company;
 - (ii) is more than sixty (60) days in arrears in payment of any Contributions required to be paid by the member to the Corporation as an Owner or is more than sixty (60) days in default of a judgment by a Court of any money owing to the Corporation;
 - (iii) becomes the subject of a certificate of incapacity issued under the *Dependent Adults Act* or the *Public Trustee Act*, a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, or a formal patient as defined in the *Mental Health Act*, or any

legislation passed in substitution therefor, or has been found in Alberta or another jurisdiction to be of a mental state that is substantially equivalent of those described herein, and that finding has not expired, been overturned or otherwise been vacated;

- (iv) resigns by notice in writing sent to or left at the registered address of the Corporation, or delivered to another member of the Board of the Corporation or the Manager;
 - (v) is convicted of an indictable offence or becomes incarcerated;
 - (vi) is absent from three (3) consecutive meetings of the Board, without the consent of the Board, and it is resolved at the next meeting of the Board that such member's office be vacated;
 - (vii) is refused bonding or insurance, at a reasonable premium, by a recognized bonding institution or insurer;
 - (viii) has, or potentially has, a material interest in an agreement, arrangement or transaction involving the Corporation that could occur during the individual's term on the Board, and fails to disclose that information before a vote to elect members of the Board is called, where that individual, notwithstanding having knowledge of the material interest, stands for election to the Board;
 - (ix) commences legal proceedings against the Board or against the Corporation (whether or not Court action is filed);
 - (x) violates the Board's Code of Conduct, if one is adopted, and it is resolved at a subsequent meeting of the Board convened on proper notice to the affected member in accordance with the rules of natural justice that the member's office be vacated;
 - (xi) contracts with, takes employment from or is otherwise hired or retained by the Corporation to provide goods or services in exchange for profit; or
 - (xii) dies.
- c) Where a casual vacancy on the Board occurs for any reason including but not limited to the foregoing, the remaining directors may by resolution appoint an individual to fill that director's office for the remainder of the former director's term subject to the eligibility requirements herein.
- d) In lieu of removal of a director per subsection 6.9(b)(x), above, the Board may, by resolution passed at a Board meeting convened on proper notice to the affected member and observing the rules of natural justice, temporarily suspend that member for any period of time in the event that member violates the Board's Code of Conduct or otherwise conducts themselves in a manner contrary to their duties to the Corporation, including breaching fiduciary duties of honesty, loyalty and confidentiality, and upon suspension the member shall not be entitled to attend regular meetings of the Board nor participate in decision-making or communications until the expiry of the temporary suspension or until the member's suspension is either terminated or rescinded by resolution of the Board or by Ordinary Resolution at a Special General Meeting of the Corporation.

6.10 Return of Corporation Property and Documents

- a) Original documents and records prepared for or by the Corporation are the property of the Corporation.
- b) An individual who ceases to be a member of the Board, or an individual who is not a member of the Board but who ceases to be a member of a Corporation Committee must, within fourteen (14) days after ceasing to be a member of the Board or Committee, at no charge, return to the Corporation all property of the Corporation in that individual's care or control.

6.11 All Board Positions Vacated

- a) If all members of the Board cease to be members, except at a General Meeting followed immediately by an election or acclamation of a new Board, the individual who is the last to cease to be a Board member must immediately call a Special General Meeting to be held within thirty (30) days to elect a new Board. If the last Board member is unwilling or unable to convene a Special General Meeting, any Owner may call a Special General Meeting to be held as soon as reasonably possible to elect a new Board and shall make reasonable attempts to provide written notice to all Owners of the date, time, location, and purpose of the meeting.
- b) In the event that there are no remaining members on the Board, and a special General Meeting is called as set out above, the order of business at the meeting is to be as follows:
 - (i) call to order by the individual who called the meeting
 - (ii) calling of the roll and certifying of proxies by the individual who called the meeting
 - (iii) proof of notice of meeting, or waiver of notice by the individual who called the meeting
 - (iv) election of a meeting chairperson
 - (v) election of a new Board
 - (vi) any other business as may be applicable under the order for business for a General Meeting or as specified in the notice of meeting

6.12 Board Officers and Duties

- a) At the first meeting of the Board held after the General Meeting or Annual General Meeting at which they were elected, the Board shall vote to designate from among its members a President, Vice-President, Secretary, Treasurer and Privacy Officer.
- b) Notwithstanding subsection a), the Board may designate one person to fill the offices of Secretary, Treasurer and Privacy Officer, or any combination of these offices.
- c) The duties of officers shall be determined by the Board from time to time, but in general shall be as follows (in conjunction with the duties of the Manager, if any):
 - (i) the President shall be responsible for the daily execution of the business of the Corporation pursuant to resolutions of the Board, and will act as chairperson of all Board meetings and meetings of the Corporation;

- (ii) the Vice-President shall assist the President and act in the President's capacity if the President is absent or unable to carry out his or her duties;
- (iii) the Secretary, or in the event of absence or disability another member designated by the Board or the Manager, shall record and maintain the minutes of Board meetings and meetings of the Corporation, record the results of all votes and resolutions, hold and account for the seal of the corporation, and be responsible for maintaining the correspondence of the Corporation;
- (iv) the Treasurer, or in the event of absence or disability another member designated by the Board or the Manager, shall:
 - (1) receive all monies paid to the Corporation and deposit same as the Board may direct and as required by the Act;
 - (2) properly account for the funds of the Corporation, keep such records, and provide such detailed accounts of the receipts and disbursements of the Corporation as the Board may direct and as may be required by the Act from time to time; and
 - (3) prepare or cause to be prepared for submission to the Owners in advance of each Annual General Meeting the financial statements and annual reserve fund report for the immediately preceding fiscal year, and a budget for the upcoming fiscal year;
- (v) the Privacy Officer shall be responsible for ensuring that the Board and the Corporation comply with the *Personal Information Protection Act*, or any legislation passed in substitution therefor, and for reviewing and updating a privacy policy for the Corporation from time to time.
- (vi) The Secretary and Treasurer may on resolution of the Board allow the Manager to carry out their duties provided that the Board shall supervise those duties.
- d) Where the Board consists of not more than three (3) individuals, directors may perform the duties of the officers of the Corporation in such manner as the Board may decide.
- e) An individual ceases to be an officer of the Corporation if they cease to be a member of the Board.
- f) Where an individual ceases to be an officer of the Corporation, the Board shall designate from its members another individual to fill that office for the remainder of the former officer's term or the individual's term, whichever expires first.

6.13 Board Meetings

The Board shall meet:

- a) at such times and places as the Board determines, in person or electronically, as provided herein,

- b) at the call of the President, or when any member of the Board gives the other members not less than seven (7) days' notice of a meeting in writing, including by email or other electronic notice, specifying the reason for calling the meeting,
- c) in case of an Emergency, at the call of any member on notice to the President and/or Vice-President specifying the Emergency, which member shall use reasonable efforts to ensure that all Board members receive advance notice of the meeting, and
- d) at least six (6) times per year.

6.14 Notice of Meetings

- a) Failure to give proper notice of a meeting to a Board member does not invalidate anything done at that meeting as long as a reasonable attempt to give notice was made.
- b) Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver must be deemed the equivalent of receipt of due notice of the meeting.

6.15 Quorum for Board Meetings

A majority of the members of the Board, excluding vacant positions, must be present in person or by proxy, whether physically or by teleconference or videoconference, for a meeting to be called to order, except where there is an even number of directors, in which case a quorum will be half.

6.16 Rules of Procedure for Board Meetings

Procedures for all meetings of the Board are to be guided by the latest edition of Robert's Rules of Order, to the extent it is consistent with these Bylaws, unless alternate rules of procedure are adopted by resolution of the Board.

6.17 Venue for Board Meetings

- a) All in-person meetings of the Board shall be held in the City of Edmonton, Alberta.
- b) Any or all members of the Board may participate and vote in a meeting of the Board by teleconference, videoconference or other electronic means and in that case are deemed to be present in person for the meeting and shall be counted for quorum.
- c) If a member or members of the Board participate by teleconference, videoconference or other electronic means, each member must be able to communicate simultaneously with each other member.

6.18 Chairperson of Board Meetings

The President or, in their absence, the Vice-President, shall act as chairperson of each meeting of the Board. If neither is present, then at the commencement of the meeting, the Board must select and appoint a chairperson for the meeting. If a chairperson vacates the position during the course of a meeting the Board must appoint another chairperson in their stead.

6.19 Voting at Board Meetings

- a) All matters shall be determined by a majority vote which shall be recorded as the resolution of the Board in the minutes for that meeting.
- b) It is not necessary to record the number of votes for, against, and abstentions.
- c) The chairperson is entitled to vote on all motions.
- d) In the event of a tie vote, the chairperson is entitled to (but need not exercise) a casting vote in addition to the chairperson's original vote.

6.20 Conduct of Business Between Board Meetings

- a) Without convening a meeting, the business of the Board may be conducted electronically or in writing as described herein, including via email, text, or other electronic means in accordance with the procedures specified below. The President, another member or the Manager, must send a message to all Board members that contains:
 - (i) a description of the proposed business item that provides sufficient detail and clarity for the purposes of a vote by Board members,
 - (ii) any other information necessary for the Board to effectively consider the proposed business item, and
 - (iii) the date by which responses must be received for a vote on the proposed business item.
- b) The vote will be deemed to be made on the date the votes on the proposed resolution are due to be received.
- c) The proposed resolution, and whether or not the motion passed must be recorded in the minutes of the next meeting of the Board.
- d) If the number of responses to the proposed resolution does not meet the threshold for quorum at a Board meeting, then the resolution shall not pass.

6.21 Written Resolutions of the Board

A resolution of the Board conducted in writing or by email, teleconference, video conference or other electronic means, shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, but the result of such resolution shall be recorded in the minutes of the meeting of the Board next following the date the resolution is deemed to be passed.

6.22 Signing Authorities

The Board shall prescribe, by resolution from time to time:

- a) those officers, directors, or other individuals (including the Manager) who are authorized to sign cheques, drafts, instruments, and documents whether or not they are required to be signed under the corporate seal, and

- b) the manner, if any, in which those cheques, drafts, instruments or other documents are to be signed,

but the signatures of at least one (1) authorized signing authority shall be required for the execution of any instrument or document except as otherwise provided in these Bylaws.

6.23 Committees

- a) The Board may, by resolution, establish Standing or ad hoc Committees. The Board will determine the terms of reference and composition of Committees and will select and appoint its chairperson and its members from time to time. To the extent possible, Committees will include at least one (1) member of the Board and may include Owners or other individuals who are not members of the Board.
- b) Standing Committees may be constituted to perform a continuing function and have a continuing existence. The members of a Standing Committee serve until the first Board meeting after the next Annual General Meeting, at which Committee members are selected or re-selected by the Board.
- c) Ad hoc Committees may be set up, as the need arises, to assist the Board with a specified task, at the completion of which the Committee automatically ceases to exist.
- d) The President of the Board is an ex officio member of all Committees and may participate in the proceedings of Committees but is not counted in determining the number required for a quorum or whether quorum is present for a meeting.
- e) A majority of the members of the Committee must be present in person or by proxy, whether physically or by teleconference or videoconference, for a meeting to be called to order, except where there is an even number of Committee members, in which case a quorum will be half.

6.24 Restrictions on Board Powers and Duties

- a) The Corporation may by Ordinary Resolution restrict or direct the Board in the exercise of its powers and performance of its duties.
- b) An Ordinary Resolution that directs or restricts the Corporation or interferes with the Board in the exercise of its powers and performance of its duties is not valid if the direction or restriction is contrary to the Act or these Bylaws.

7. CORPORATE ADMINISTRATION

7.1 Reviewing/Auditing of Financial Statements

The annual financial statement produced and approved by the Board shall be audited or reviewed by auditors or certified accountants appointed by the Board prior to its distribution to, review and acceptance by the Owners at an Annual General Meeting.

7.2 Annual Budget Disclosure

The Board shall provide a copy of the annual budget to all Owners and to all Mortgagees who have notified the Corporation of their interest at least thirty (30) days before the start of the fiscal year to which the budget applies, or otherwise as in accordance with the Act. If the Board materially revises the budget during the year, it shall provide a copy of the revised budget to Owners and Mortgagees as soon as possible following any revision(s).

7.3 Capital Replacement Reserve Fund

- a) The Corporation shall establish and maintain a distinct Capital Replacement Reserve Fund that is reasonably sufficient to provide for major repairs and replacements which do not normally occur annually of any real and personal property of the Corporation, the Common Property, and any Units or portions of Units for which it is the responsibility of the Corporation to repair and replace including in respect of insured-type losses.
- b) Notwithstanding the foregoing, funds may be used from the Capital Replacement Reserve Fund for any reserve fund study required by the Act, any other report prepared by an expert examining the condition of the Condominium Property or any part of it, and for any other purpose provided for in the Act.
- c) Funds shall not be taken from the Capital Replacement Reserve Fund account for the purpose of making capital improvements except as permitted by and subject to the requirements of the Act.
- d) Funds may be taken from the Capital Replacement Reserve Fund to effect repairs or replacements of Units or Common Property the Corporation is required to repair or replace following an insured loss.
- e) In addition to the Capital Replacement Reserve Fund, the Board may establish a Capital Improvement Fund, to be used for capital improvements to the Common Property, and any real and personal property of the Corporation.

7.4 Reserve Fund Study

The Corporation must retain a qualified Reserve Fund Study Provider as prescribed by the Act to carry out a study of the depreciating Common Property and the real and personal property of the Corporation for the purposes of preparing a Reserve Fund Study and Report in accordance with the Act.

7.5 Reserve Fund Plan

On receiving the Reserve Fund Report, the Board must approve a five (5) year Reserve Fund Plan setting forth the method and amounts needed for funding and maintaining the Capital Replacement Reserve Fund and must provide a copy of the Reserve Fund Plan to the Owners prior to collection of any funds for the purposes of those matters dealt with in the Reserve Fund Report on which the approved Reserve Fund Plan is based.

7.6 Five-Year Review of Reserve Fund Plan

On or before five (5) years from the last approved Reserve Fund Study, the Corporation must complete a new Reserve Fund Study and Report and prepare and approve a new five (5) year Reserve Fund Plan in accordance with the Act and provide a copy to the Owners as soon as possible.

7.7 Annual Reserve Fund Report

- a) The Corporation shall prepare an Annual Reserve Fund Report within thirty (30) days from the end of each fiscal year setting out the amount in the Reserve Fund, payments made into and out of the Reserve Fund during the preceding fiscal year, the list of depreciating property repaired or replaced and their respective cost for the preceding fiscal year, the amount of the projected Reserve Fund for the current or upcoming fiscal year, total payments expected to be made into and out of the Reserve Fund for the current or upcoming fiscal year, and a list of depreciating property projected to be repaired or replaced and their respective cost for the current or upcoming fiscal year.
- b) The Board shall approve each year's Annual Reserve Fund Report and provide it to Owners as required by the Act together with the notice of the next Annual General Meeting of the Corporation.

7.8 Retention of Documents

The Corporation shall retain the documents and information prescribed by the Act for the time periods set out therein, as same may be established and/or amended from time to time, but as it pertains to information or documents created prior to January 1, 2020, only if the Corporation was still in possession of or had reasonable access to said information or documents as of that date. The documents and information required to be retained may be retained in electronic format provided they are legible and complete and are capable of being reproduced.

7.9 Corporate Seal

- a) The Corporation shall have a corporate seal which shall not be used other than as required by the Act or
 - (i) under the authority of a resolution of the Board given prior to its use, and
 - (ii) in the presence of at least one (1) member of the Board who is authorized to and shall sign the instrument to which the seal is affixed,except as otherwise provided in these Bylaws.
- b) Notwithstanding subsection (a), where there is only one (1) member of the Corporation, that person's signature or the signature of their authorized representative in the case of a corporate Owner or Mortgagee shall be sufficient for the purpose of this bylaw.

7.10 Estoppel Certificates

- a) Any certificate as to a Unit's standing with regard to Contributions to Common Expenses of the Corporation, or other amounts owing to the Corporation, issued by the Corporation and signed by at least one (1) Board member or other authorized signatory under the corporate seal,

including the Manager who shall be entitled to do so, shall be deemed an Estoppel Certificate, and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any Mortgagee, purchaser or other person dealing with the Unit, but this shall not prevent the enforcement against the current Owner of the Unit as to all obligations owing to the Corporation, whether improperly stated in such Estoppel Certificate or not.

- b) The Board may, by resolution, authorize the Manager or other agent to sign and issue Estoppel Certificates, caveats, Information Statement, and/or replies to requests for information and other documents, such as registrations for submission to the Land Titles Office, whether under seal or otherwise, notwithstanding the provisions herein requiring the signature of an authorized Board member.

7.11 Fees for Information and Documents and Other Services

The Corporation may charge fees for provision of information and documents not exceeding the amounts prescribed by the Act, as well as fees for additional administrative items including but not limited to move-ins/move-outs, private rental of Amenities Areas, renovation, pet and Tenant applications.

7.12 Notices

Any notice, including of default or other arrears in payment of Contributions, sent by the Corporation to a Unit Owner may also be sent to all those Mortgagees holding registered mortgages on such Owner's Unit for any default or arrears in excess of thirty (30) days, and shall be sent to all those Mortgagees who have notified the Corporation of their interests.

7.13 Form of Notice

- a) Every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively served:
 - (i) upon the Corporation, if delivered by hand or by regular or recorded mail addressed to the Corporation at its registered address for service as shown in the Land Titles Office, or if delivered by hand to a member of the Board or to the office of the Manager, or if sent via electronic means to an electronic address provided by the Board and/or the Manager for that purpose;
 - (ii) upon an Owner, if:
 - (1) delivered by hand to the Owner (and if there is more than one Owner in respect of a Unit, then to any one of such Owners),
 - (2) delivered by hand to the Unit, or via regular or recorded mail addressed to the Owner's Unit, or to the address for service provided by the Owner to the Corporation, or
 - (3) delivered via electronic means to an electronic address that the Owner has provided for the express purpose of receiving notices from the Corporation; and

- (iii) upon a Mortgagee, if delivered by hand or by regular or recorded mail to the address for service provided by the Mortgagee to the Corporation or as shown on the Mortgagee's registered interest, or to an electronic address provided by the Mortgagee to the Corporation for the purpose of receiving such notices.
- b) Any notice providing for or contemplating any meeting or acts that would, if approved or taken, involve or conclude in the dissolution, termination and/or winding up of the Corporation shall, in addition to being delivered to all Owners, also be given by registered mail addressed to all Mortgagees and any other holders of registered interests in the Parcel as aforesaid.
- c) The Corporation may change its address for service by resolution of the Board and filing of a notice of change in the prescribed form at the Land Titles Office, which notice shall also be served upon each Owner and every Mortgagee who has given notice of its interest to the Corporation.
- d) Any notices, demands or requests served by mail or electronic means shall be deemed to have been received the earlier of
 - (i) the date acknowledgement of receipt is signed,
 - (ii) seven (7) days after the date of mailing, or
 - (iii) twenty-four (24) hours after the document is sent by electronic means,however if there should be an interruption of mail service, the notice sent by mail shall not be deemed to have been received until the third (3rd) day following restoration of normal mail service.

7.14 Personal Information and Privacy

- a) In accordance with the *Personal Information Protection Act* (PIPA) or any legislation passed in substitution therefor, the Corporation is obligated to safeguard all personal information received from Owners and Occupants, subject to its duties and powers in the Act, or other legislation as may be applicable from time to time.
- b) The Board shall adopt and periodically review and distribute to Owners an approved Privacy Policy containing a statement of principles, guidelines, and procedures for the protection of such personal information that it may collect, including the circumstances under which personal information of Owners and Occupants may be collected, used, retained, disclosed and/or destroyed.
- c) The Board shall from time to time appoint a Privacy Officer to oversee conformity with the Privacy Policy for the Corporation pursuant to PIPA. The Privacy Officer shall be responsible for ensuring that the Board and the Corporation comply with PIPA, and for reviewing and updating a privacy policy for the Corporation from time to time.

8. MEETINGS OF THE CORPORATION & VOTING

8.1 General Meetings of the Corporation

All meetings of the Corporation shall be General Meetings and may be Annual General Meetings or Special General Meetings, or otherwise as contemplated by the Act from time to time.

8.2 Notice of General Meetings

The Board of Directors shall provide at least fourteen (14) days' written notice of any General Meeting to all Owners, and to all Mortgagees who have notified the Corporation of their interest, however the Board shall attempt to provide a minimum of thirty (30) days' written notice whenever possible.

8.3 Validity of Proceedings at Meetings

- a) A General Meeting or anything done at that meeting is not invalid by reason only that
 - (i) an individual, by accident, was not given a notice in respect of that meeting, or
 - (ii) an individual did not in fact receive a notice given in respect of that meeting,provided that the Corporation made a reasonable attempt to provide notice to that individual.
- b) Notice of any meeting may be waived by any person entitled to vote before or after a meeting and a waiver shall cure any defect in the giving of, or any failure to give, notice.

8.4 Notice to Mortgagees

On being notified by a Mortgagee that the Mortgagee wishes to receive notice of General Meetings, the Board must provide to that Mortgagee the same notices of a General Meeting as are required to be given to the Owner.

8.5 Annual General Meetings

- a) The Corporation shall convene an Annual General Meeting (AGM) once in each fiscal year, but in any event shall not permit more than fifteen (15) months to elapse between Annual General Meetings, or such other time period as may be prescribed by the Act, unless a state of Emergency has been declared affecting the Condominium Property.
- b) The general purposes of the AGM are to:
 - (i) obtain legal approval from the Owners for various business of the Corporation conducted by the Board of Directors during the preceding year,
 - (ii) engage with and provide Owners an opportunity to question the Board and/or any committees regarding decisions made and actions taken during the preceding year,
 - (iii) elect directors to replace those whose terms are expiring, and
 - (iv) hold any other votes as may be necessary and/or desirable for the Corporation from time to time.

- c) The Corporation shall cause to be prepared and distributed to each Owner and Mortgagee who has notified its interest to the Corporation copies of the reviewed or audited annual financial statements of the Corporation, Annual Reserve Fund Report, budget for the upcoming year, and any other documents prescribed by the Act, not less than fourteen (14) days prior to the day on which the AGM is to be convened.
- d) Within sixty (60) days following the AGM, the Board shall provide all Owners and Mortgagees who have notified it of their interest with the following:
 - (i) a copy of the notice filed at the Land Titles Office showing the current composition of the Board, and any other documents required to be registered thereat following adoption or approval at the AGM, subject to delays in registration time which are beyond the control of the Board; and
 - (ii) the approved minutes of the AGM, or draft minutes if they have not yet been approved by the Corporation showing records of all votes conducted at the AGM, including:
 - (1) the number of Units present in person and by proxy at the AGM;
 - (2) the number of votes in favour of each candidate in an election for the Board of Directors;
 - (3) the manner in which all votes were conducted (by show of hands or poll);
 - (4) the number of persons and/or Unit Factors that voted for and against motions that were the subject of any votes;
 - (5) the final results of all votes, and
 - (6) the text of any resolutions adopted by the Corporation.

8.6 AGM Notice Package

The minimum documents to be provided with any AGM notice include but are not limited to the following:

- a) Proposed agenda and call for agenda items with deadline for submission
- b) Proxy form (general or limited to quorum)
- c) Draft minutes of the last AGM
- d) Annual Reserve Fund Report for the preceding fiscal year
- e) Reviewed/Audited financial statements for the preceding fiscal year
- f) Budget for the preceding fiscal year
- g) Budget for the current/upcoming fiscal year
- h) Reports of Officers and Committees, if any, and

- i) Proposed wording of any Special Resolution or Ordinary Resolution to be considered at the Annual General Meeting

8.7 Special General Meetings

- a) The Board shall, upon the written request of persons entitled to vote and who represent not less than fifteen (15%) percent of the total Unit Factors for all the Units, convene a Special General Meeting within thirty (30) days of receiving the request.
- b) Where a Special General Meeting is to be convened, the Board shall, not less than fourteen (14) days prior to the day upon which the meeting is to be convened, give to each Owner and any Mortgagee who has notified the Corporation of its interest, written notice of the meeting stating:
 - (i) the place, date, and time at which the meeting is to be convened, and
 - (ii) the purpose for which the meeting is being convened, including the proposed wording of any resolution to be considered at the meeting.
- c) If the Board fails to convene the Special General Meeting or provide notice of a date for the meeting within the prescribed time, any Owner may convene the meeting.

8.8 Electronic and Hybrid General Meetings

- a) The Corporation may convene a General Meeting in person, by electronic means, or in hybrid form (combination of in-person and electronic attendance and/or in-person, electronic or written voting). By default, all General Meetings shall be convened in person unless the Board receives written notice that accommodation for electronic attendance and/or voting is required by an Owner or Mortgagee in order to meaningfully participate at the meeting, or the Board otherwise determines to convene an electronic or hybrid meeting.
- b) In determining the format for the meeting or any accommodation request received from an Owner or Mortgagee, the Board shall consider the need for special equipment, costs, and the technical skill of the Board members among any other relevant factors, including the amount of notice received.
- c) The Board may convene an electronic or hybrid meeting via video, telephone conference, internet-based platform, or other electronic or virtual means, provided that all attendees are able to hear proceedings, ask questions, vote, and otherwise meaningfully participate during the meeting, and further provided that proper records are retained as to attendance, quorum and all votes conducted at such meeting as prescribed by the Act.
- d) Any person attending a General Meeting by electronic means is deemed to be present in person at the meeting.
- e) A General Meeting not held entirely by electronic means must be held at a location within the municipality in which the Units are located, being the City of Edmonton, unless an Ordinary Resolution to hold meetings in another location is passed at a general meeting of the Corporation.

- f) If it appears to the chairperson of the General Meeting that an electronic facility has become inadequate such that attendees are rendered unable to hear or participate in the proceedings, then the chairperson may, without requiring a motion, recess the General Meeting for up to one half-hour and assess whether quorum is maintained.

8.9 Quorum for General Meetings

- a) Except as otherwise provided herein, no business shall be transacted at any General Meeting unless a quorum is present or represented by proxy at the time when the meeting is called to order.
- b) A quorum at any General Meeting shall consist of persons present in person or by proxy representing at least twenty-five (25%) percent of the Units.

8.10 Adjournment for Lack of Quorum

- a) If within fifteen (15) minutes after the time appointed for the commencement of a General Meeting a quorum is not present, the meeting shall stand adjourned for a further fifteen (15) minutes, and if at time a quorum is still not achieved, then the Owners and other individuals entitled to vote who are present or represented by proxy shall constitute quorum for the purpose of that meeting.
- b) If quorum is deemed by the chairperson to be lost at any time after a General Meeting has commenced, whether the meeting is held in person, electronically, or in hybrid form, the chairperson may call for a recess of the meeting for up to one half-hour to attempt to regain quorum, and if quorum is not present when the meeting reconvenes the meeting shall be adjourned until the same day and time for start of the meeting in the week next following the week of the adjourned meeting for continuation of the meeting commencing at the point of adjournment in order to conclude any unfinished business on the approved agenda.

8.11 Chairperson of General Meetings

- a) The President, and in the President's absence or inability to act, the Vice-President, or another individual elected at the meeting such as the Manager, shall act as chairperson of all General Meetings of the Corporation.
- b) If the President vacates the chair during the course of a meeting, the Vice-President shall act as chairperson. If the Vice-President vacates, the Manager shall act as chairperson and if there is no Manager, another chairperson may be elected by the Corporation.
- c) If neither the President nor Vice-President are present at the meeting, there is no Manager, and/or the Board has not appointed an independent chairperson, the Corporation shall elect a chairperson.

8.12 Procedures for General Meetings

- a) Procedures for all general meetings are to be guided by the latest edition of Robert's Rules of Order, to the extent that it is consistent with these Bylaws, unless alternate rules of procedure are adopted by the Corporation via Ordinary Resolution.

- b) The Board may propose additional or alternate rules of procedure for the expedient conduct of business at General Meetings for adoption by the Corporation.

8.13 Order of Business for General Meetings

The order of business at an Annual General Meeting and, insofar as is practical, at any other General Meeting, is as follows:

- a) Call to order by the chairperson
- b) Proof/waiver of notice and establishing quorum
- c) Adoption of agenda
- d) Reading and/or approval of any unapproved minutes
- e) Reports of officers
- f) Reports of committees
- g) Financial report and appointment of auditor/accountant
- h) Unfinished business and approval of actions taken by the Board during the previous year
- i) New business
- j) Election or acclamation of the Board
- k) Adjournment

8.14 Resolutions at General Meetings

- a) Except for matters requiring a Special Resolution in accordance with the Act or these Bylaws, all matters shall be determined by Ordinary Resolution.
- b) An Ordinary Resolution at a General Meeting shall be a vote by a show of hands unless a Unit Factor vote is demanded by a person entitled to vote and who is present in person or by proxy and, unless a Unit Factor vote is so demanded, a declaration by the chairperson that the resolution has, on the show of hands, been carried, is conclusive proof of the fact without proof of the number or proportion of votes recorded in favor of or against the resolution.
- c) On a show of hands vote or on a Unit Factor vote, votes may be given either personally or by proxy.

8.15 Number of Votes

If a vote is taken as a show of hands vote, each person is entitled to one (1) vote, and a person that owns more than one (1) Unit is only entitled to one vote in respect of their Units and may not assign proxies to multiple persons.

8.16 Written Votes/Resolutions

A resolution on any matter signed in person or by proxy and submitted to the Corporation in writing or electronically from an authorized email account of an Owner or Mortgagee or authorized proxy, the receipt of which is confirmed by the Board of Directors and/or its agent, shall have the same effect as a resolution duly passed at a meeting of the Corporation.

8.17 Unit Factor Vote (Poll)

- a) If a person demands a Unit Factor vote, that person may withdraw that demand and, upon the demand being withdrawn, the vote shall be taken by a show of hands.
- b) A Unit Factor vote, if demanded, shall be conducted in such manner as the chairperson thinks proper, and the result of the vote shall be deemed to be the resolution of the meeting at which the Unit Factor vote was demanded.
- c) Counting of votes taken by Unit Factor shall have reference to the Unit Factors represented by each person's vote, in accordance with the Units represented by that person and any proxies held.
- d) A Unit Factor vote must be counted by at least two (2) individuals/scrutineers, and where possible, such individuals should consist of Owners who are not members of the Board and/or the Manager.

8.18 Tie Votes

- a) In the case of a tie vote at any meeting of the Corporation, whether on a show of hands or on a Unit Factor vote, the chairperson of the meeting is entitled to (but not required to exercise) a casting vote in addition to their original vote, unless the chairperson is neither an Owner or holding a valid proxy entitling the chairperson to exercise the power of voting.
- b) In the result of a tie on a resolution in writing not conducted at a meeting of the Corporation, the resolution does not pass.

8.19 Results of Votes/Resolutions

- a) The results of a vote at any General Meeting of the Corporation whether conducted in writing or by a show of hands or Unit Factor vote shall be counted, certified, and announced by the chairperson before the adjournment of the meeting and once declared, shall stand as the formal and final result of that vote.
- b) The Board shall provide notice of the results of any vote/resolution conducted in writing to each Owner and Mortgagee who has notified the Corporation of its interest within thirty (30) days after the deadline for which written votes or ballots must be received for a particular resolution, and the deadline may be extended by notice in writing.
- c) The results of any vote/resolution in writing shall be provided in a manner that does not identify the person who cast a particular vote but may indicate the vote per Unit.
- d) Original ballots, tabulations, and related materials from an election of the Board shall be retained for thirty (30) days following the election, and then may be destroyed.

- e) The original votes on Ordinary and Special Resolutions in writing shall be kept for twelve (12) months, or otherwise as required by the Act from time to time, and then may be destroyed.

8.20 Voting by Joint or Co-Owners

- a) On a show of hands vote, where a Unit is owned by more than one person whether as joint tenants or tenants in common, each person entitled to vote shall have one (1) vote as stated herein, unless and to the extent that they are holding one or more valid proxies.
- b) For a Unit Factor or poll vote, if a Unit is owned by more than one person,
 - (i) Each Owner's vote represents the portion of the Unit Factors for that Unit equal to the portion of the Unit owned by that co-Owner, or
 - (ii) If a co-Owner does not attend a General Meeting at which the Unit Factor vote is conducted, that co-Owner's Unit Factors shall not be counted unless the co-Owner assigns the co-Owner's right to vote by proxy to another individual attending the General Meeting.

8.21 Restrictions on Voting

- a) Subject always to the Act, where an Owner is in arrears in respect of any Contribution or other obligation owing to the Corporation in respect of that Owner's Unit or the Common Property, whether monetary or otherwise (excepting unpaid monetary Sanctions unless a judgment for same has been obtained by the Corporation), for more than thirty (30) days prior to the day that the power of voting may be exercised, neither the Owner nor any Mortgagee in respect of that Unit is entitled to exercise the power of voting conferred by the Act or these Bylaws.
- b) There are no other restrictions on voting except as prescribed herein or by the Act from time to time.

8.22 Order of Voting

- a) Where an Owner's interest in a Unit is subject to a registered mortgage, the power of voting conferred upon such Owner by the Act and these Bylaws may be exercised as follows:
 - (i) first, by the first Mortgagee, if any, if the Mortgagee has notified the Corporation of its interest in writing and is present by authorized representative or by proxy at the meeting at which the vote is being conducted;
 - (ii) second, by the Owner; and
 - (iii) third and subsequently, in order of priority among themselves, by any other Mortgagees who are subsequent in priority to the first Mortgagee, if the subsequent Mortgagees have notified the Corporation of their interest in writing and are present by authorized representative or by proxy at the meeting at which the vote is being conducted.

8.23 Successive Interests

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the primary interest is alone entitled to vote, whether on a show of hands or a Unit Factor vote (poll) at a General Meeting or on any written resolution.

8.24 Trustee Vote

Where an Owner is a trustee, that individual shall exercise the voting rights in respect of his or her Unit(s) to the exclusion of persons beneficially interested in the Unit(s), and the latter shall not vote.

8.25 Vote of Corporation

The Corporation shall not exercise the right to vote for a Unit owned by the Corporation except in the case of a Special Resolution, in which case the Corporation's vote shall be cast in accordance with the majority of the other Owners' votes.

8.26 Proxies

- a) An instrument appointing a proxy shall be in writing under the hand of the individual making the appointment or by their attorney,
- b) An instrument appointing a proxy may be general or for a particular meeting and may be for all purposes or for quorum at a meeting only, but a proxyholder need not be an Owner.
- c) The instrument containing the proxy must include the following:
 - (i) the name and Unit number of the Owner or Mortgagee giving the proxy;
 - (ii) the name of the individual to whom the proxy is given (and any alternate proxy designations in the event the first proxy selected is unable to attend the meeting);
 - (iii) the date the proxy was given; and
 - (iv) the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of an individual authorized to sign for that Owner or Mortgagee.
- d) A proxy may be submitted and revoked either electronically or in hard copy.
- e) A proxy is invalid if given to a minor or to a person other than an individual.
- f) A proxy given to a Manager or employee of the Corporation or the Manager is invalid unless it contains an express limitation that it was given only for the purpose of establishing quorum at a General Meeting.
- g) Where two (2) or more proxies are presented in respect of the same Unit by the same Owner, only the most recently given proxy is valid.
- h) A proxy is subject to the limitations, restrictions or instructions imposed by the person who gave the proxy which comply with the Act and these Bylaws.

- i) A proxy expires on the earlier of:
 - (i) the date set out on the proxy,
 - (ii) the date the person who gave the proxy ceases to be an Owner or mortgagee of the Unit in respect of which the proxy was given, or
 - (iii) six (6) months from the date it was given.
- j) An individual who holds one or more proxies is entitled to vote for each proxy.
- k) The Corporation may adopt such rules with respect to proxy submission as are reasonably necessary for the expedient conduct of meetings and votes, including their presentation, certification, and registration, and deadlines for same.
- l) All proxies must be certified before or at the outset of any meeting of the Corporation at which an individual is seeking to exercise the proxy.

9. INSURANCE

9.1 Property Damage

- a) The Board, on behalf of the Corporation, shall obtain and maintain property insurance on the following:
 - (i) all the insurable Common Property and all insurable real and personal property of the Corporation,
 - (ii) all the Residential Units, in accordance with the Standard Insurable Unit Description(s) registered with the Land Titles Office, including all Fixtures and Finishings described therein, but specifically excluding all Improvements and Betterments made to the Residential Units by the Owners and all furnishings or other personal property of the Owners brought into or installed in any Residential Unit by an Owner which are not included or endorsed on the Standard Insurable Unit Description, and
 - (iii) the Parking Units,

for all damage or destruction, to the full replacement value thereof without deduction for depreciation, and with respect to all perils to which the property may be subject, and at all times to the extent obtainable, subject to any reasonable deductibles as agreed between the Corporation and its insurer, in accordance with the requirements of the Act.
- b) The insurance obtained and maintained by the Corporation and the extent or amount of liability and perils to be insured against:
 - (i) shall not be limited or reduced where the Act requires less coverage than these Bylaws or does not require coverage that is specifically required under these Bylaws, and
 - (ii) is subject to any limitation, exception, exclusion, or restriction that is usual or customarily imposed in the insurance industry, including any deductibles agreed to

between the insurer and the Corporation, which shall be deemed reasonable, or any other such limitation, and such insurance is not to be considered inadequate for this reason.

9.2 Covered Perils

Without restricting the generality of the foregoing, the insurance for damage or destruction to property shall at minimum include the following coverage, where available:

- a) fire, flood, and sudden escape of water, and all extended perils as set out in the Act,
- b) settlement for the full replacement value of all Units, the Building and other fixed improvements to the Building or the Parcel, and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- c) boilers if any boilers or pressure vessels exist; and
- d) such other perils, risks or causes as the Board may reasonably determine from time to time, or as may be required by the Act.

9.3 Replacement Cost Coverage

The Corporation must place and maintain insurance for full replacement cost value of all insured property that provides that if the insured property is destroyed or damaged, and that property is replaced or repaired, no deduction shall be made from the insurance settlement for depreciation to the property.

9.4 Appraisal and Annual Review of Coverage Limits

The Board shall obtain an insurance appraisal or appraisal update from a certified appraiser for the full replacement value of all property to be insured in accordance with these Bylaws and review the insurance coverage and maintain it at the levels required by the said appraisals on an annual basis.

9.5 Standard Insurable Unit Description

- a) The Corporation shall maintain and register a Standard Insurable Unit Description as provided by the Act for all classes of residential Units in the Parcel. The Board may, by resolution, adopt or amend any Standard Insurable Unit Description, and whenever so adopted or amended, shall file a notice of the most current Standard Insurable Unit Description(s) at the Land Titles Office within thirty (30) days thereafter, and shall include same on the agenda for the next Annual General Meeting of the Corporation for consideration and ratification by the Owners by Ordinary Resolution, unless a Special Resolution is demanded.
- b) The Board shall, when there is a change to a Standard Insurable Unit Description, provide to all Unit Owners, a copy of the revised Standard Insurable Unit Description within thirty (30) days of the change.

9.6 Liability Insurance

- a) The liability insurance maintained by the Corporation shall include coverage for the following:

- (i) directors' and officers' liability coverage in respect of any liability incurred by the Corporation, a current or former Board member or officer, the Manager, or current or former member of a Committee struck by the Board, arising out of any error or omission, whether negligent or not, with respect to carrying out his or her functions and duties, except as a result of a failure to carry out such duties and functions honestly and in good faith with a view to the best interests of the Corporation, exercising the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
 - (ii) any liability incurred by the Corporation arising out of any error or omission, whether negligent or not, of a director or officer of the Board, current or former, with respect to carrying out the functions and duties of same, as per the foregoing;
 - (iii) any liability of the Corporation, the Board of Directors, the Manager and the Owners incidental to the occupation, control, management, and administration of the Common Property or any real or personal property belonging to the Corporation; and
 - (iv) any liability incurred by the Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles.
- b) The liability limits of the foregoing liability insurance coverage shall not be less than five million (\$5,000,000.00) dollars per occurrence.

9.7 Fraudulent and Dishonest Act of the Board or Manager

The Corporation shall obtain and maintain a policy of insurance for its own benefit which is sufficient to provide coverage for any fraudulent or dishonest acts committed by members of the Board, current or former, and/or by the Manager or any employee of the Corporation responsible for handling funds belonging to the Corporation, where the person acts alone or in collusion with others with intent to cause a loss to the Corporation or improperly obtain a benefit for any person, in such amount as may be required by the Act from time to time, but in any event not less an amount which is at least the sum of the reserve fund balance at the start of the Corporation's fiscal year and the maximum balance of the Corporation's operating account during the preceding twelve (12) month period. The limits of such coverage shall be as determined by the Board from time to time, or as otherwise prescribed by the Act.

9.8 Conditions on the Corporation's Insurance

Each and every policy of insurance maintained by the Corporation shall:

- a) name as insureds the Corporation, all Owners from time to time, all Mortgagees who have given written notice to the Corporation, the Board of Directors, and any Manager;
- b) contain standard mortgage endorsements;
- c) provide that no breach of any statutory condition or other condition of any policy by an Owner, Board member, or by the Corporation shall invalidate or forfeit the insurance maintained by the Corporation, and in the event of such a breach or omission, the insurance may only be subject to forfeiture for breach of condition insofar as the separate interest of the person or parties in breach are concerned;

- d) contain a waiver by the insurer of any co-insurance and all coverage shall instead be on a stated amount basis;
- e) contain a waiver by the insurer of all rights of subrogation against the Corporation, its Manager, agents, employees and servants, members of the Board of Directors, and the Owners or any of them including any members of the Owner's household, other than with respect to arson, fraud, illegal activities, malicious acts, vandalism, and vehicle impact;
- f) contain a cross liability endorsement wherein the rights of any insured shall not be prejudiced in respect to any claim against another insured and the insureds shall be indemnified as if a separate policy had been issued to each subject to the annual aggregate limit of such insurance;
- g) not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all of the insureds, including all Mortgagees who have given notice to the Corporation of their interests; and
- h) contain a waiver of the insurer's option to repair in the event of substantial damage to the insured property where the status of the condominium is terminated and provide that the Corporation has the right at its sole option to obtain a cash settlement without deduction for depreciation.

9.9 Notification of Insurance Coverage Changes

- a) The Board shall, when there is a change in one or more of the following matters with respect to the Corporation's insurance policy and/or coverage, provide each Owner and Mortgagee who has given notice of its interest to the Corporation with written notice of the change and a copy of the current insurance certificate reflecting the change within thirty (30) days of the date the Corporation receives the insurance certificate, setting out the following:
 - (i) the amount of the deductible payable in the event of a claim;
 - (ii) the replacement value of the coverage; and
 - (iii) any addition permitted exclusions.
- b) If the Corporation receives a notice of cancellation of an insurance policy, the Board shall provide written notice of the cancellation to all Unit Owners as soon as possible after receipt of the notice of cancellation.

9.10 Insurance Trustee

The Corporation, through the Board of Directors, shall have exclusive authority to adjust and settle losses in respect of all policies of insurance obtained and maintained by the Corporation, and shall receive all proceeds of insurance in the event no insurance trustee or other agent is appointed by the Board or required by a Court or duly appointed administrator.

9.11 Insurance Claims

- a) When the expected costs to repair or replace property insured by the Corporation following loss or damage is below the applicable deductible on the Corporation's insurance policy, the Corporation is not required to make an insurance claim.

- b) The Board shall at all times have the discretion to determine whether or not any claim is made with respect to any damage to insured property, having regard to the amount of the loss, the amount of the deductible and the effect on the Corporation's insurance premiums, and any other factors considered by the Board to be reasonable.

9.12 Loss and Substantial Damage

- a) In the event of loss, damage, or destruction of any part of the Parcel, the Board shall, within sixty (60) days of the occurrence, determine whether such loss, damage or destruction has constituted substantial damage, being damage to twenty-five (25%) or more of the Parcel.
- b) Should it be determined that the loss, damage, or destruction constitutes substantial damage, the Board shall convene a Special General Meeting of the Corporation within one hundred twenty (120) days of the occurrence for the purpose of determining whether to terminate the condominium status of the Corporation, providing at least fourteen (14) days' notice to all Owners and holders of registered interests in the Parcel.
- c) Unless the Corporation determines there has been substantial damage to the Parcel and a decision is made to terminate the status of the Corporation, the proceeds of insurance shall be paid to the Corporation or to any insurance trustee appointed by the Board and used to effect repairs or replacement of the insured property forthwith, subject to the limitations set out herein with respect to any Standard Insurable Unit Description or otherwise.

9.13 Termination of Condominium Status

- a) No Owner shall be entitled to claim any compensation from the Corporation for any loss alleged to be attributable to the decision to terminate the condominium status.
- b) If the Corporation resolves to terminate the condominium status in accordance with the Act and the terms set out herein, the insurer's option to reconstruct the damaged property shall be deleted or waived and the Corporation shall have the right to obtain a cash settlement (without deduction for depreciation).
- c) 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.
 - (ii) The Board shall disburse the proceeds of insurance remaining after payment of all the Corporation's debts and liabilities in accordance with the Act, these Bylaws, and the terms of any Court order approving termination, but generally in the following order of priority:
 - (1) first, to the Mortgagees of all Units affected by the damage as their interest may appear, and to the extent loss is apportioned to the respective Units (the mortgagees' priorities to accord with the priorities of their respective interests against the Units) and in accordance with the Unit Factors associated with the Units; and

- (2) second, to the Owners of the Units affected by the damage to the extent loss is apportioned to each and in accordance with the Unit Factors associated with the Units, including portions of any proceeds allocated to Units owned by the Corporation at the time of the loss.
 - (iii) In making any alternate apportionment hereunder, the Corporation (or the insurance trustee, if any) shall have regard to the interest of all of the Owners, Mortgagees, and the Corporation, and shall make a just and equitable apportionment.
 - (iv) Notice of any proposed apportionment shall be given to all Owners and all Mortgagees, and no distribution of insurance proceeds shall be made until after the expiry of thirty (30) days following the date of notice given to the last of such parties.
- d) All notices required to be given under this provision of the Bylaws shall be done by registered mail, and if any party shall dispute the proposed apportionment, they must notify the Corporation or insurance trustee in writing within sixty (60) days of receipt of the notice. If no party disputes the distribution within this time, the Corporation may proceed as proposed in the notice, however if notice of a dispute is properly received within the timeframe noted herein, the Corporation shall refer the matter to the Court to determine a just and equitable apportionment and distribution of the Corporation's remaining assets, insurance proceeds and/or any proceeds of sale of the Parcel.

9.14 Responsibility for Making/Supervising Repairs

- a) The Corporation shall be responsible for and shall make or arrange for and supervise repairs of any property that it is required to insure following the occurrence of an insured loss, subject to a determination to terminate the condominium status of the Corporation as set out herein, and subject to any other exceptions in these Bylaws or the Act.
- b) In making and/or arranging for and supervising said repairs, the Corporation is only responsible to the extent described in the Act, and in accordance with the Standard Insurable Unit Description(s) then registered with the Land Titles Office, but it may make a separate agreement with any Owner respecting repairs or replacements to a Unit whether or not the Corporation is responsible for the repairs.
- c) The Corporation is not responsible for making or arranging for repairs after damage where the damage is in respect of property that the Corporation is not required to insure, including Improvements and Betterments made by an Owner or to other property specified in these Bylaws as being the responsibility of an Owner to insure.

9.15 Insurance Deductibles

- a) An Owner shall be absolutely liable to the Corporation for the amount of an insurance deductible, or the costs of repair/replacement in the event no insurance claim is made, whichever amount is lower, including any costs of the adjuster engaged by the Corporation to settle the loss, up to a maximum of fifty thousand (\$50,000.00) dollars or such other maximum amount as may be specified in the Act from time to time in the case of:
 - (i) an insured loss occurring to any Unit,
 - (ii) to the Common Property, or

- (iii) any real or Personal Property of the Corporation

where the damage or destruction originated from that Owner's Unit or any Exclusive Use Area assigned to that Owner, and whether or not a claim is made against the policy of insurance maintained by the Corporation.

- b) In the event that an insured loss causes damage to property the Corporation is required to insure and the cause of the loss is due to an act or omission of an Owner, Occupant or Tenant of an Owner or member of their families, or of guests, invitees or licensees of an Owner's Unit, whether negligent or not, the Owner shall be liable for the amount of the insurance deductible or for the costs of repair in the event no claim is made, including costs of the adjuster.
- c) An Owner shall not be liable for the insurance deductible or costs of repair where the insured loss arises from:
 - (i) a defect in the construction of the Unit or Exclusive Use Area assigned to the Owner,
 - (ii) damage attributable to an act or omission of the Corporation, a member of the Board, officer, employee or agent of the Corporation, or any combination of them, or
 - (iii) normal structural deterioration of the Common Property or the real property of the Corporation, or any personal property of the Corporation located in, on, under or through the Owner's Unit or that comprises a part of the Owner's Unit other than property that the Owner was responsible to repair or maintain.
- d) In the circumstances described herein where the Owner is deemed liable under these Bylaws, the amount of the insurance deductible or costs of repair shall be deemed a disproportionate Common Expense of the Corporation and shall be charged back to the account for Common Expenses for that Owner's Unit, become a caveatable charge on the Unit, and be recoverable in the same manner as an unpaid Contribution.
- e) Where the Owner has reimbursed the Corporation for the cost of repair/replacement or the insurance deductible, whichever is lower, the Owner shall be reimbursed by the Corporation if it recovers that amount from a third party.
- f) Nothing in this section shall be construed in a manner so as to limit or otherwise affect any civil action or other legal remedy that may be available to an Owner or to the Corporation as against each other or as against another person who was responsible for causing or contributing to the damage to insured property of the Corporation, including but not limited to any damage caused through negligence, willful or criminal acts.

9.16 Urgent Repairs

The Board on behalf of the Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage that was not the Corporation's responsibility to insure against, if:

- a) the Owner's failure to repair poses a risk to public safety, or puts Common Property, other Units, Occupants, personal property in other Units or the real or Personal Property of the Corporation at risk,

b) the Owner of the Unit or an agent of the Owner has not commenced repairs within a reasonable amount of time, and

c) the Board has provided reasonable notice to the Owner,

and any costs incurred by the Corporation in effecting such repairs shall be deemed disproportionate Common Expenses and assessed to the Owner's Unit.

9.17 Owner Insurance Requirements

a) The Corporation will not be responsible for any loss or damage from any cause whatsoever to any personal property or contents on or in any Unit or Exclusive Use Area, or to any Improvements and Betterments made to a Unit, or for any loss of rental revenue.

b) Owners are required to obtain and maintain comprehensive general liability insurance with respect to their ownership, use or other occupation of the Unit for any property or other damages, including personal injury, death, and dismemberment, providing coverage for Tenants in the event the Owner's Unit is rented, and such insurance shall be in an amount of not less than one million (\$1,000,000.00) dollars per occurrence.

c) If an Owner's Unit is rented or leased, it is a condition of any lease that the Tenant obtains and maintains a policy for tenants' liability insurance in respect of their use or other occupation of the Unit for any property or other damages, including personal injury, death and dismemberment, or is otherwise covered under the Owner's liability policy, in an amount of not less than one million (\$1,000,000.00) dollars per occurrence.

d) Owners are required to obtain and maintain chargeback, unit contingency, loss assessment coverage, or such other named insurance that provides coverage to the Owner for the Corporation's insurance deductibles and other amounts as may be charged back to the Owner by the Corporation from time to time in respect of any insured damage or destruction to property the Corporation is required to insure that originates from the Owner's Unit or any Exclusive Use Area, as more particularly described herein, in an amount of not less than fifty thousand (\$50,000.00) dollars per occurrence.

e) Owners and/or any Tenants shall provide proof of all such required insurance within ten (10) days of receipt of written notice from the Corporation to do so and may be requested that the Corporation be added to the Owner and/or Tenant's policy of insurance as an additional named insured.

f) Owners may obtain and maintain additional insurance for damage or destruction of their Unit, and are solely responsible for insuring the contents of their Unit and any personal property stored or kept on the Parcel, any Improvements and Betterments made to their Unit in excess of the Fixtures and Finishings described by the Standard Insurable Unit Description(s) maintained by the Corporation, and any Tenants and rental revenue, loss of use or business interruption, and in that event, the Corporation's insurance is not affected or diminished by reason of such additional insurance coverage maintained by the Owner. From time to time, the Board on behalf of the Corporation may request the Owner, Tenant, or other Occupant to provide information regarding the Fixtures and Finishings of the Unit in order to assess the Corporation's own insurance coverage as required under these Bylaws.

- g) The Corporation's insurance is deemed to be first loss insurance, while any insurance of the Owner in respect of the Unit itself is deemed to be excess insurance, and in no event, shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance maintained by Owners or their Mortgagees.
- h) Each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit or the Common Property by the Owner, members of the Owner's household, Tenants, invitees, contractors, licensees, pets residing in the Owner's Unit, or any non-reporting of damage to or repair or maintenance required that, if not repaired, may result in further damage.

9.18 Acceptance of Conditions of Insurance

The Board on behalf of the Corporation may by resolution accept conditions imposed by its insurer with respect to the requirements for obtaining and maintaining insurance at reasonable cost to the Corporation and require an Owner to comply with any and all requirements of the Corporation's insurer respecting making improvements, repairs or replacements to parts of the Owner's Unit or any Fixtures and Finishings in order to obtain or maintain insurance coverage as required under these Bylaws at a reasonable cost to the Corporation.

9.19 Limitation of Liability

No Owner, Tenant or other Occupant or any member of their household shall be entitled to claim or shall claim any compensation from the Corporation, members of the Board or the Manager for any loss, injury or damage to their property or person of any kind, howsoever caused, including as may arise from any defect or want of repair of any part of the Parcel, 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 greater.

10. COMMON EXPENSES OF THE CORPORATION

10.1 Non-Exhaustive Definition

Without limiting the generality of the definition set out in these Bylaws, the Common Expenses of the Corporation include but are not limited to the following:

- a) all levies or charges on account of electricity, water, drainage/sewer, natural gas, garbage removal, any cable, internet, telephone, or other utilities supplied to the Corporation and not separately metered to a Unit;
- b) the cost of and charges for all management fees and costs of the Manager charged to the Corporation in accordance with a Management Agreement;
- c) all costs and charges on account of landscaping, maintenance, sweeping, cleaning, and snow removal from the Common Property;
- d) all operating and reserve funds for current and future maintenance, repairs and replacements of Common Property and portions of Units, the repair or replacement of which is the responsibility of the Corporation, including annual contributions to the Capital Replacement Reserve Fund;

- e) all costs of charges for insurance for which the Corporation is responsible, including valuation assessments, fees of insurance adjustors, premiums, deductibles, and the fees of any insurance trustee;
- f) all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all auditing, engineering, accounting, administrator, and Legal Costs;
- g) all newsletter, printing, copying, postage, industry membership or educational courses/training for Board members, and other administrative costs, including costs of meetings, venues, and online meeting hosting;
- h) any honorarium or reimbursement for expenses paid to a Board member;
- i) all costs and expenses whatsoever including maintenance, repair, and utilities for any Unit owned by the Corporation itself; and
- j) the amount of all costs and expenses whatsoever necessary to discharge the obligations of the Corporation, including (without limitation) all maintenance and repair costs, expenses to repair or replace furnishings, tools and equipment used in the Common Property or any Unit owned by the Corporation itself, wages, salaries and benefits of Corporation employees or contractors, charges and interest on Corporation financing/borrowing, taxes and assessments required to be paid by the Corporation, and any other charges defined as Common Expenses in these Bylaws.

10.2 Assessments for Common Expenses

- a) At least thirty (30) days prior to the beginning of each fiscal year or such other timeframe set by the Act or approved by resolution of the Board, the Board or, at its request the Manager, shall estimate the amount of Common Expenses that will be incurred or required in such year (including a reasonable allowance for insurance deductibles, other contingences and expected or anticipated repairs/replacements, plus any deficiencies from the previous year, and less any expected incidental income and any surplus from the fund collected in the previous year), which estimate of Common Expenses is herein called "Estimated Common Expenses".
- b) Each year's Estimated Common Expenses shall be apportioned, levied, and assessed to and upon the Owners in proportion to the Unit Factors as shown on the Condominium Plan unless otherwise determined by the Board acting reasonably in accordance with these Bylaws and the Act. A Unit owned by the Corporation is deemed to have been allocated zero (0) Unit Factors for the purpose of calculating such assessments.
- c) Each Owner shall be obligated to pay any and all assessments for Estimated Common Expenses for their Unit to the Board or the Manager to the account of the Corporation, as directed by written notice, in equal monthly installments on or before the first day of each month during the year for which the assessment is made, or in such other reasonable manner as the Board or the Manager, as the case may be, shall designate, and further shall be liable to pay interest on all assessments or payments in arrears charged at the Interest Rate or such other rate as may be prescribed by the Act from time to time, whichever is higher, calculated from the date due until payment is received.

- d) The Board or the Manager, if applicable, may collect the assessed Contributions of Owners by monthly installments and in that regard, may require the Owners to provide post-dated cheques, preauthorized automatic deposits, or electronic funds transfers.
- e) The omission by the Board or the Manager, before the expiration of any year, to pass levies or assessments in respect of the Estimated Common Expenses for that year or for the next year shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws, or release the Owners from their obligations to pay the assessments, or any installments thereof for that or any subsequent year, but rather the monthly installments fixed for the preceding year shall continue until new installments are fixed and written notice is provided to the Owners by the Corporation. No Owner can exempt himself from liability for Contributions towards the Common Expenses by waiver of use or enjoyment of any of the Common Property or by vacating or abandoning their Unit.
- f) The Treasurer or the Board or the Manager, or such other authorized person as the case may be, shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Property specifying and itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred and amounts collected by the Corporation, which records shall be available for review during business hours on weekdays upon request made by an Owner on written request. Alternatively, copies (redacted as required) may be provided to Owners on written request and payment by the Owner of any prescribed fees or charges.

10.3 Special Levies

- a) If the Estimated Common Expenses prove inadequate for any reason, including non-payment of Contributions by an Owner or group of Owners, the Board may at any time and from time to time levy a further assessment or such further assessments as are required, proportionately with regard to Unit Factors or otherwise as the Board acting reasonably may determine, and such further assessment shall be referred to as a “special levy”.
- b) A special levy may be passed for any purpose prescribed by the Act, including but not limited to the following:
 - (i) for payment of unexpected and urgent maintenance, repair, or replacement of the real and personal property of the Corporation and the Common Property;
 - (ii) to cover unexpected shortfalls in the operating account;
 - (iii) to increase the balance of the Reserve Fund as recommended by the Reserve Fund Plan;
 - (iv) to satisfy a judgment against the Corporation;
 - (v) to repair loss or damage, if no coverage is afforded under the insurance policy maintained by the Corporation or to pay an insurance deductible or increase in insurance premiums;
 - (vi) the cost of repair for loss or damage if the Board determines it is not in the best interests of the Corporation to file a claim under the Corporation’s policy of insurance; or

- (vii) the cost of repair for which the Corporation is responsible above policy limits in the Corporation's policy of insurance.
- c) Should the Corporation enter into a loan and the Owners have the option of opting out of the loan by prepaying their proportionate share of the loan or of the special levy on which the loan is based, payments required to be made with respect to the repayment of the loan and payment of all costs and expenses related to the loan shall be allocated among the Units of those Owners participating in the loan based on Unit Factors and shall be deemed to the Common Expenses then apportioned, levied and assessed upon the Owners participating in the loan in proportion with the Unit Factors for their Unit out of the total number of Unit Factors of all the Units which are participating in the loan. The payment of such assessed amounts with respect to the loan shall be added to the monthly payments with respect to Common Expenses which the Owners participating in the loan are required to pay to the Corporation. All Owners who opt out of the loan by prepaying their proportionate share of the loan or paying their proportionate share of the assessment on which the loan is based, shall not be assessed any of the costs and expenses relating to the loan including the payment of principal and interest on the loan, which costs and expenses shall be the sole responsibility of the Owners participating in the loan.

11. DEFAULT IN PAYMENT OF ASSESSMENTS

11.1 Lien for Unpaid Contributions

The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, installment, Contribution, or special levy (proportionate or otherwise) including interest calculated at the Interest Rate, together with any other expenses or costs due to the Corporation in respect of the Owner's Unit, which lien shall be a first, paramount lien against such estate or interest, subject to the provisions of the Act and the Land Titles Act.

11.2 Caveats

- a) The Corporation shall have the right to file a caveat against the certificate of title for such Unit or the interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, installment, Contribution, or special levy (proportionate or otherwise) including interest calculated at the Interest Rate, provided that no caveat shall be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears.
- b) The Owners specifically acknowledge and agree that amounts payable other than in proportion to Unit Factors pursuant to the Act include, without limitation, Legal Costs and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect to recovery of unpaid Contributions, assessments, special levies, instalments or other payments due to the Corporation, and that they shall be charged to the Owner's Unit and added to and become part of the Contribution and assessment of such Unit, bear interest before and after judgment at the Interest Rate until paid, and support registration of a caveat against the Unit.

11.3 Mortgage on Demand

As further and better security, each Owner responsible for any assessment, installment, Contribution, or special levy (proportionate or otherwise) including interest calculated at the Interest Rate which is in arrears for more than thirty (30) days shall, upon demand of and at the

sole option of the Corporation, provide a mortgage or encumbrance for the full amount thereof providing for their payment on demand with interest thereon at the Interest Rate calculated from the due date of the same until the date of payment in full, 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. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

11.4 Payment by Other Persons

Any other Owner or person, firm or corporation whatsoever may pay any assessment, installment, Contribution, or special levy (proportionate or otherwise) including interest calculated at the Interest Rate, owing with respect to a Unit at any time, and upon such payment being made, such person, firm or corporation shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce the lien, thereby created, in accordance with the other terms and conditions of this provision and with the governing law in Alberta. The Corporation may notify any Mortgagee with a registered interest in the Unit with respect to any unpaid assessment, installment, Contribution, or special levy owing by that Unit in excess of thirty (30) days.

11.5 Collection of Rent

The Corporation shall be entitled to direct the Tenant or other Occupant paying rent in respect of a Unit that is in arrears for more than thirty (30) days in respect of any assessment, installment, Contribution, or special levy (proportionate or otherwise) including interest calculated at the Interest Rate, to pay such rent to the Corporation for the purpose of applying it against the arrears, and in that case, any rent collected by the Corporation will be deemed to have been paid to the Landlord in respect of the Unit as set out in the Act.

11.6 Legal Action

Notwithstanding any other term, condition, or provision herein contained or implied, each unpaid assessment, installment, Contribution, or special levy (proportionate or otherwise), including interest calculated at the Interest Rate, shall be a separate, distinct 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 therefore shall be maintainable as a separate action, suit or proceeding without foreclosing, or waiving the lien, charge or security securing the same, and the Corporation shall be entitled to recover all its costs and expenses incurred in collecting the unpaid assessment, installment, Contribution, or special levy, including Legal Costs.

11.7 Limitations of Actions

The owners specifically acknowledge and agree that insofar 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*, as amended or replaced from time to time, to a period of ten (10) years.

11.8 Priority of Payments

Payments in respect of arrears will be applied in such priority as the Corporation may determine from time to time, but in general shall be applied as follows:

- a) first, to the unpaid amounts themselves, whether they are Contributions, monetary Sanctions, special levies (proportionate or otherwise), or other amounts, in the order of priority to which they were first assessed against such Unit (with the oldest amounts having priority);
- b) second, to any Legal Costs, caveat registration costs, and costs of the Manager incurred by the Corporation in attempting collection of the unpaid amounts; and
- c) lastly, to any interest that has accrued on the unpaid amounts calculated at the Interest Rate.

11.9 Acceleration of Monthly Instalments

Should any monthly instalments for Contributions to the Estimated Common Expenses remain unpaid for thirty (30) days or more, the Board may, by resolution, accelerate all monthly instalments for the balance of the fiscal year, and all such monthly instalments for Contributions shall become due and payable forthwith, and may be collected in the manner as set out herein.

12. VIOLATION/BREACH OF BYLAWS & RULES

12.1 Notice of Violations and Sanctions

- a) In addition to the Corporation's other powers, if the Board determines that a breach or violation of the Act, or any Bylaw or Rule has or is occurring, it may, by resolution, cause a notice to be delivered to the Owner and/or Occupant/Tenant alleged to be in breach specifying the nature and particulars of the breach, including the Bylaw or Rule that was contravened, and providing a reasonable time of not less than three (3) days, excluding holidays, in which the breach is to be rectified, or such other timeframe as set by the Act.
- b) If a Sanction will be applied as a means of securing the Owner's compliance or to deter future violations, the notice of violation shall also set out the proposed non-monetary Sanction or amount of monetary Sanction that may be imposed should the violation not cease within the time period so provided in the notice.
- c) If the deadline for corrective action or a written response objecting to the alleged violation has expired, and the Corporation is not satisfied with the response or action taken by the Owner or Occupant, if any, the Board may, by resolution, impose a non-monetary Sanction or a monetary Sanction in respect of a violation of these Bylaws.

12.2 Monetary Sanctions

- a) Monetary Sanctions may be imposed for Bylaw violations with the purpose of deterring improper conduct and securing an Owner's compliance.
- b) Monetary Sanctions shall be reasonable taking into consideration all the circumstances, including the violation at issue, including any history or prior violations, but shall not exceed the following:
 - (i) five hundred (\$500.00) dollars for a first offence, or five hundred (\$500.00) dollars for the first week of a continuous instance of non-compliance with the Bylaws, and

- (ii) one thousand (\$1,000.00) dollars for the second and all subsequent contraventions, or one thousand (\$1,000.00) dollars per week for the second and subsequent continuous instances of non-compliance with the Bylaws,

or such other maximum amounts for monetary Sanctions as may be set out in the Act, whichever is higher.

- c) The Board may establish Rules setting out guidelines for minimum monetary Sanctions based on type of violation and for repeated or continuous violations provided the amounts do not exceed those set out herein or as prescribed by the Act from time to time.

12.3 Violation of Rules

The Corporation may impose non-monetary Sanctions for violations of Rules passed by the Board which are properly communicated to Owners and Occupants and are therefore in force, including but not limited to suspension and/or termination of grants of exclusive use of Common Property, use of Amenities Areas, or revocation of any permissions, consents or approvals granted under these Bylaws by the Board of Directors, among other things.

12.4 General

- a) Any infraction, violation of or default under these Bylaws, or of any Rules established pursuant to these Bylaws on the part of an Owner, their Tenants, Occupants, family, visitors, servants, agents, contractors, licensees and invitees to their Unit, may be corrected, remedied or cured by the Corporation, and all costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default, or in enforcing compliance with same, including Legal Costs and costs of the Manager, if any, shall be charged to the Owner's Unit and shall be added to and become part of the assessment of such Unit for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid), and shall become due and payable on the date of payment of such assessment and bear interest at the Interest Rate until paid, and be collectible in the same manner as an unpaid Contribution.
- b) Ongoing, repetitive, or continuous violations of the Act, Bylaws and/or Rules established by the Board may result in escalation of additional legal action, including a Court application to compel compliance with the Act, Bylaws and/or Rules of the Corporation, and/or seeking removal, eviction from or forced sale of the Unit.
- c) Each day that an Owner, Tenant, Occupant, or other person resident in or on a Unit contravenes these Bylaws shall be considered a separate contravention.

13. DISPUTE RESOLUTION, MEDIATION & ARBITRATION

13.1 Appeals from Board Decisions

- a) An Owner aggrieved by a notice of decision given by the Board, or a Sanction levied against them may appeal the Notice or the Sanction first to the Board of Directors by communication in writing to the Board. The Board shall reconsider the decision or Sanction and may, in its

discretion having regard to any information or evidence provided by the Owner, uphold, vary or rescind the notice of decision or Sanction.

- b) If the Owner is not satisfied with the Board's decision upon reconsideration, the Owner may appeal to a Special General Meeting of the Owners, convened in the manner specified in these Bylaws and the Act.
- c) The aggrieved Owner shall bear the onus of:
 - (i) preparing the request for the Special General Meeting, which request must specify the decision or Sanction to be appealed;
 - (ii) obtaining the required written support of the Owners to hold a Special General Meeting for the purpose of the appeal; and
 - (iii) serving the Board with the required request, signed by the minimum required number of Owners as provided in the Act for convening a Special General Meeting.
- d) The request for the Special General Meeting, signed by the required number of Owners, must be served on the Board no later than thirty (30) days after the date on which the aggrieved Owner was served with the original decision or notice of Sanction issued by the Board, failing which the Owner shall be deemed to have accepted the content of the notice and/or the Sanction levied against them.
- e) After service of a valid request for a Special General Meeting within the required time period, the Board shall take no further steps to enforce the decision or Sanction until the Corporation considers the appeal of the aggrieved Owner at a Special General Meeting.
- f) Any Special General Meeting so convened shall be conducted according to the rules of natural justice allowing sufficient time for both the aggrieved Owner and members of the Board to speak in support of their positions.
- g) The Owners convened in said Special General Meeting may rescind, vary, or confirm the resolution or resolutions of the Board. In so doing, the Owners may enquire into all of the circumstances of the matter and any subsequent actions or conduct of the Owner.
- h) No Owner shall initiate any Court or other action against the Corporation, the Board or its Members or the Manager in respect of a notice of decision or a Sanction levied by the Board until that Owner has first appealed the notice or sanction to a Special General Meeting of the Owners as provided in this section.
- i) No error in procedure at a Special General Meeting or in convening same shall operate so as to nullify the proceedings unless the error is significantly grave as to prejudice the rights of all or any of the Owners.

13.2 Mediation or Arbitration

- a) Any dispute respecting any matter arising under the Act or in respect of these Bylaws may, with the written agreement of the parties to the dispute,

- (i) be dealt with by means of mediation, conciliation, or a similar technique to encourage settlement of the dispute, or
 - (ii) be arbitrated in accordance with the *Arbitration Act*.
- b) If the parties have agreed to deal with a dispute under this Bylaw through mediation or arbitration but are unable to agree on a mediator or an arbitrator, as the case may be, either party may apply to the Alberta Arbitration and Mediation Society which is hereby authorized to appoint a person as a mediator or an arbitrator in respect of that dispute.

14. TERMINATION AND SALE OF THE CONDOMINIUM PARCEL

14.1 Procedure

- a) The Corporation may by Special Resolution direct that the Condominium Parcel, inclusive of Common Property and Units, be terminated and sold.
- b) A Special Resolution directing the termination and sale of the Condominium Parcel must be in writing and comply with any other requirements prescribed by the Act.

14.2 Steering Committee

A Special Resolution directing that the Parcel be sold must:

- a) Strike and appoint a Steering Committee consisting of no fewer than three (3) nor more than seven (7) named individuals empowered to act throughout the sale process and the distribution of the proceeds of the sale of the parcel, inclusive of both the Common Property and Units, (the "Sale Proceeds"). Notwithstanding this section, where there are fewer than three (3) Owners, the Steering Committee shall consist of all the Owners or such person or persons in such number as the Owners of all Units may designate;
- b) set out the basis of apportionment of the total Sale Proceeds amongst the Units, which basis shall be a Unit Factor apportionment unless otherwise stated in the Special Resolution; and
- c) may set out any other matters which are pertinent to the authority of the Steering Committee, the sale of the Parcel and the distribution of Sale Proceeds.

14.3 Apportionment of Sale Proceeds

In the event of sale, each Unit's portion of the Sale Proceeds shall be distributed and paid out in the following priority:

- a) the Unit's Unit Factor portion of the costs of sale and common closing costs;
- b) any extra costs incurred to effect transfer of title of that Unit clear and free of encumbrances, including the cost of filing discharges of writs, caveats, construction liens, certificates of *lis pendens* and other registrations against the certificate of title to the Unit, if any;
- c) the amount required for payment of property taxes owed to the municipality for that Unit, if any;

- d) the amount required to pay all outstanding Contributions and interest owed to the Corporation by the Owner of that Unit, if any;
- e) the amount required to pay all Mortgagee(s) and other persons with financial interests registered on the title for that Unit, if any;
- f) any other proven amounts owed by the Owner of that Unit to the Corporation, if any; and
- g) the balance remaining, if any, to the Unit Owner.

15. NOT FOR PROFIT STATUS

15.1 The Corporation is not organized for profit, and no member of the Corporation or 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 benefit or profit from the operations thereof. The foregoing, however, shall neither prevent nor restrict the following:

- a) reasonable compensation and/or remuneration being paid to any member of the Corporation, director or officer, 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 Corporation, a director or officer being 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 receiving an annual honorarium, stipend or salary established pursuant to these Bylaws;

provided that the person to receive such compensation, remuneration, reimbursement, honorarium, or stipend, if a member of the Board, declares his interest in advance and does not participate in voting upon any resolution of the Board to approve such compensation or remuneration, however that person may participate in any Ordinary Resolution of the owners to approve such compensation, honorarium, or other remuneration.

16. BYLAW AMENDMENT

16.1 Coming Into Force

Any Bylaw may be amended, repealed, or replaced by a Special Resolution, which change does not take effect until:

- a) the Corporation files a copy of it with the Registrar, and
- b) the Registrar has made a memorandum of the filing on the Condominium Plan.

16.2 Notice

The Board shall provide to each Owner and any Mortgagees who have notified the Corporation of their interests a written copy of the text of the proposed new bylaws or bylaw amendment(s) at least thirty (30) days in advance of the date of the General Meeting in which the Bylaws of the Corporation are to be amended or replaced, or thirty (30) days in advance of the deadline for receiving votes on any Special Resolution in writing.

17. CHANGE OF LEGISLATION

Should the Act or associated regulations be amended, then these Bylaws shall adopt any and all changes necessary to enable the Corporation to operate at all times in full compliance with, and having the full powers of same, and to use all remedies available to it thereunder.

DRAFT