

BYLAWS

CONDOMINIUM CORPORATION NO. 012 5764

WEST BEAR HAVEN

BYLAWS OF CONDOMINIUM CORPORATION NO. 012 5764
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Personal Information Protection Act, S.A. 2003 C. P-6.5 ("PIPA") "The Board of Directors shall endeavour to keep individual Owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the Unit Owners agree and specifically consent to give the Board discretion to release any information which the Board, in its reasonable discretion, deems to be in the best interest of the Corporation."

BYLAWS OF THE OWNERS: CONDOMINIUM CORPORATION NO. 012 5764

DEFINITIONS AND INTERPRETATION

1. In these Bylaws, where capitalized and unless the context or subject matter requires a different meaning:
 - a. "**Act**" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, and, where the context so requires, the Regulation, as amended, from time to time, or any statute or statutes or Regulation or Regulations passed in substitution therefor or amendment thereof;
 - b. "**Architectural Guidelines**" means the Architectural Guidelines attached as Schedule "A" hereto.
 - c. "**Board**" means the Board of Directors of the Corporation;
 - d. "**Bylaws**" means the registered Bylaws of the Corporation, as amended from time to time;
 - e. "**Common Expenses**" means the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
 - f. "**Common Property**" means Unit 47 which is owned by the Corporation and any portion of the Parcel which is designated as Common Property on the Condominium Plan;
 - g. "**Condominium Plan**" means the Condominium Plan registered at the Land Titles Office under the Act as No. 012 5764;
 - h. "**Corporation**" means the Condominium Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is CONDOMINIUM CORPORATION NO. 012 5764;
 - i. "**Insurance Trustee**" means an entity authorized to carry on the business of a trust company under the laws of Alberta, or a law firm in Alberta, selected from time to time by the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board;
 - j. "**Interest Rate**" means EIGHTEEN (18%) percent per annum or such lesser rate as is equal to the maximum rate permitted under the Regulation to the Act;

- k. **"Manager"** means the professional property manager contractually appointed by the Board to manage the day-to-day business of the Corporation;
- l. **"Occupant"** or **"Tenant"** means a person present in or a person in possession of a Unit with the permission of an Owner or the Corporation, as the case may be, whether or not the Occupant or Tenant is an Owner, and includes all family members of such Occupant or Tenant lawfully residing with such Occupant or Tenant;
- m. **"Ordinary Resolution"** means an ordinary resolution as defined in the Act;
- n. **"Owner"** means a person who is registered as the Owner of the fee simple estate in a Unit and where the term "Owner" is used in regards to restrictions on the use of Unit and the Common Property, that term includes an Occupant and a Tenant;
- o. **"Parcel"** means the land comprised in the Condominium Plan;
- p. **"Project"** means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;
- q. **"Regulation"** or **"Regulations"** means the *Condominium Property Regulation*, currently being Alberta Regulation 168/2000, and any other Regulation made from time to time in substitution, replacement or addition therefor by the Lieutenant Governor in Council for Alberta pursuant to the Act;
- r. **"Restrictive Covenant"** means the restrictive covenant registered as instrument no. 012 384 441 against title to the Units;
- s. **"Rule"** or **"Rules"** means any rules passed by the Corporation in accordance with Act and Regulations respecting procedures used in the administration of the Corporation or the real and personal property of the Corporation, the Common Property;
- t. **"Special Resolution"** means a special resolution as defined in the Act;
- u. **"Unit"** means an area described as a Unit in the Condominium Plan;
- v. **"Unit Factor"** means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the Condominium Plan;
- w. **"Utilities"** means all shallow and deep Utilities as are installed for the use and enjoyment of the Units including, but not limited to, all mains, pipes, wires, sewers, ducts and cables related to the provision of all common sewage, water, sanitation, gas, electrical transmission, telephone, telecommunication and cable television facilities to the Units;

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

in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4 or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time, or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

MISCELLANEOUS PROVISIONS

2. In Addition:

a. HEADINGS

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

b. RIGHTS OF OWNERS

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

c. CONFLICT WITH ACT

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

DUTIES OF THE OWNERS

3. An Owner SHALL:

- a. subject always to the Act, permit the Corporation and its agents, at all reasonable times, on a minimum of twenty-four (24) hours' written notice (except in case of emergency when no notice is required), to come onto the Unit for the purpose of:
 - i. ensuring that the Bylaws are being observed; and
 - ii. doing any maintenance and repair work for the benefit of the Corporation and the Common Property generally.

The written notice must state the reason for the entry and name both a date and time of entry that complies with the Act. In the event the Corporation must gain access to a Unit for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner;

- b. forthwith carry out all work that may be ordered by any municipality or public authority in respect of the Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
- c. keep the Unit, and all buildings and improvements located thereon, in a state of good repair;
- d. Comply with the Architectural Guidelines and the Restrictive Covenant;
- e. maintain and keep in a neat, clean, uncluttered and tidy state and appearance consistently with and in total integrity with the balance of the Project, the Unit, including the cutting of lawns and maintenance of landscaping, and if an Owner shall not maintain the Unit to a standard similar to that of the remaining Project, as determined by the Board in their sole discretion, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 54 shall apply;
- f. nor do or permit any act which will alter either the established surface contours and surface drainage system, in any manner whatsoever without the written consent of the Board;
- g. not use the Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause a nuisance or hazard to any Occupant of another Unit (whether an Owner or not) or the family of such an Occupant;
- h. notify the Corporation forthwith upon any change of Ownership or of any lease or other dealing in connection with the Unit;
- i. comply strictly with these Bylaws and with such Rules as may be adopted pursuant thereto from time to time and cause all adult Occupants of and visitors to the Unit to similarly comply;
- j. pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against the Unit and all other amounts due from the Owner to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- k. deposit with the Corporation, if requested, duly executed, post-dated cheques or sign an automatic pre-authorized debit for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term; and
- l. place and maintain at all times, all-risk casualty insurance in respect of the Unit.

DUTIES OF THE CORPORATION

4. In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board SHALL:
 - a. control, manage, maintain, repair and administer the Common Property and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
 - b. do all things required of it by the Act, these Bylaws and any other Rules and regulations in force from time to time;
 - c. provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner, purchaser or mortgagee of a Unit, or the duly authorized agent of such Owner, purchaser or mortgagee, produce to the Owner, purchaser or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof within the times specified in the Act;
 - d. collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate trust account with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;
 - e. subject always to and in accordance with the Act and the Regulation, and within the times specified therein, conduct or cause to be conducted and prepared a reserve fund study, a reserve fund report and, by and under a reserve fund plan, establish and maintain out of the contributions to be levied by the Corporation towards the Reserve Funds and the Common Expenses, or otherwise, such amounts as the Board may, considering the requirements of the Act and the Regulation, determine from time to time to be fair and prudent for a capital replacement reserve fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation, the Common Property and Utilities, where the repair or replacement is of a nature that does not occur annually;
 - f. 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 Project, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;

- g. make a reasonable effort to remove snow, slush and debris from and keep and maintain in good order and condition all areas of the Parcel designated for vehicular or pedestrian traffic or parking and to keep and maintain in good order and condition all grassed and landscaped areas of the Common Property; and
- h. establish and maintain hard surfacing on all Common Property areas of the Parcel designated for vehicular traffic or outside parking and establish and maintain lawns, trees and shrubs on the Common Property, and promptly replace on a continuing basis, any such lawns, trees or shrubs for which it is responsible which die.

POWERS OF THE CORPORATION

- 5. In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, MAY and IS HEREBY AUTHORIZED TO:
 - a. purchase, hire or otherwise acquire personal property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation, or the Common Property;
 - b. borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) percent of the current year's Common Expenses budget has been approved by Ordinary Resolution;
 - c. secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
 - d. invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
 - e. make such Rules as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally, including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
 - f. enforce the Architectural Guidelines and the Restrictive Covenant;
 - g. determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
 - h. raise amounts so determined by levying contributions on the Owners equally or as otherwise herein provided;

- i. charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any arrears contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- j. pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution;
- k. join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses; and
- l. do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws.

THE CORPORATION AND THE BOARD

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

NUMBER ON BOARD

- 7. The composition of the Board shall provide that:

the Board shall initially consist of not fewer than three (3) nor more than seven (7) persons including representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation. Ownership of a Unit is not necessary for election to or membership on the Board, however, at least two-thirds (2/3) of those elected to the Board must be Owners or mortgagees;

- a. a Board member must be eighteen (18) years of age or older;
- b. only one (1) person in respect of a single Unit may sit on the Board at any point in time;
- c. any member of the Board shall make full disclosure of any material interest, potential conflict of interest or any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related;
- d. every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- e. no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue and continues to be unpaid more than 10 days after written notice requiring payment given to such Owner by the Manager

or an officer of the Corporation shall be eligible for election to or membership on the Board.

TERM OF OFFICE AND RETIREMENT FROM BOARD

8. Each Board Member shall be elected for a two (2) year term.

ELIGIBILITY FOR RE-ELECTION TO BOARD

9. Any prospective member of the Board shall, as a condition of nomination, make full disclosure of any material interest, potential conflict of interest and any direct or indirect relationship he or she may have with the Corporation either contractual, financial or employment related. A retiring member of the Board shall be eligible for re-election.

REMOVAL FROM BOARD

10. In accordance with the Act, the Corporation may, by Ordinary Resolution at a properly called special general meeting, remove any or all members of the Board before the expiration their term of office and appoint other person(s) in their place(s), to hold office until the next annual general meeting.

CASUAL VACANCY ON BOARD

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

QUORUM FOR BOARD

12. A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) members and four (4) where the board consists of 6 or more members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions.

OFFICERS OF THE CORPORATION

13. At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. A person ceases to be an officer of the Corporation if that person ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall

designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) or more offices.

BOARD MEETINGS

14. The President shall act as Chairperson of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairperson and shall have all the duties and powers of the Chairperson while so acting. In the absence of both the President and the Vice-President, the members present shall from among themselves appoint a Chairperson for the meeting who shall have all the duties and powers of the Chairperson while so acting. All meetings of the Board shall be held within the County of Strathcona, or such other location as reasonably determined by the Board, PROVIDED some or all Board members may attend Board meetings via telephone, video or other electronic means

DUTIES OF OFFICERS

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

VOTES OF BOARD

16. Voting by Board members shall be governed as follows:
 - a. at meetings of the Board all matters shall be determined by simple majority vote;
 - b. a resolution of the Board, in writing, signed (either originally or in electronic form) by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held;
 - c. where a member of the Board has a material interest in any agreement, arrangement or transaction to which the Corporation is or is to become a party, that person:
 - i. shall declare to the Board that person's interest in the agreement, arrangement or transaction;
 - ii. shall not vote in respect of any matter respecting that agreement, arrangement or transaction; and
 - iii. shall 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;
 - d. all meetings of the Board shall be conducted according to rules of procedure established by the Board.

FURTHER POWERS OF BOARD

17. The Board MAY:

- a. meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- b. appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- c. subject to any valid restriction imposed or direction given pursuant to a resolution passed at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d. obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property Manager or agent for such purposes (INCLUDING but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of the duties of the Corporation so long as those duties are performed in a good and sufficient fashion;
- e. enter into an insurance trust agreement in form and on the terms as required by any Insurance Trustee; and
- f. set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

ADDITIONAL DUTIES OF THE BOARD

18. The Board, for the benefit of the Corporation and the Owners, shall have vested in it the powers of the Corporation and shall enforce the provisions of these Bylaws.

The Board SHALL:

- a. subject to any valid restriction imposed or direction given pursuant to a resolution passed at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation and every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith;
- b. keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- c. cause minutes to be kept of general meetings of the Owners and, upon the written request and at the expense of the person so requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- d. cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e. deposit all money paid to the Corporation, except as otherwise authorized, in writing, pursuant to a resolution of the Board, to a separate trust account registered in the name of the Corporation within three (3) banking days of receipt and all money paid to the Corporation is deemed to be held in trust for the performance of the duties and obligations of the Corporation in respect of which the payment was made;
- f. keep all such trust money intact and not withdraw, convert, direct, borrow or commingle such money with other funds except as otherwise authorized, in writing, pursuant to a resolution of the Board;
- g. prepare or cause to have prepared financial statements comprising proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting and distribute copies thereof to each Owner and to each mortgagee who has notified its interest to the Corporation. Such financial statements shall be prepared in accordance with generally accepted accounting principles;
- h. maintain financial records of all the assets, liabilities and equity of the Corporation;
- i. at least once a year, cause the books and accounts of the Corporation to be audited by a Chartered Professional Accountant and cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation in writing, a copy of the audited Financial Statement and a copy of the Auditor's Report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation.
- j. keep a register noting the names and addresses of all Owners and mortgagees who have notified their interests to the Corporation;

- k. within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the names and addresses of service of the members of the Board;
- l. file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation adopted by resolution of the Board; and
- m. file or cause to be filed at the Canada Customs and Revenue Agency office a statement of GST, if required, and an annual notice of the non-profit status of the Corporation.

DEFECTS IN APPOINTMENT TO BOARD

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

VACATING OFFICE OF BOARD MEMBER

- 20. The office of a member of the Board shall be vacated if the member:
 - a. by notice in writing to the Corporation resigns their office;
 - b. dies;
 - c. is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made as an Owner and continues in default after 10 days' written notice of the default;
 - d. becomes bankrupt;
 - e. becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the *Mental Health Act*, R.S.A. 2000-M-13 or a guardianship order;
 - f. is convicted of an indictable offence;
 - g. is absent from meetings of the Board for a continuous period of three (3) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that their office be vacated;
 - h. ceases to qualify for membership pursuant to Bylaw 7; or
 - i. in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if

proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction.

SIGNING AUTHORITIES

21. The Board shall determine, by resolution from time to time, the manner and which officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal.

CORPORATE SEAL

22. The Corporation shall have a common seal, which shall be adopted by Board resolution and which shall at no time be used or affixed to any instrument except in the presence of at least two members of the Board or by such person or persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation then that member's (or their representatives if the sole owner is a corporation) signature shall be sufficient for the purposes of this Bylaw, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.

ANNUAL GENERAL MEETING

23. Annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. All such meetings shall be held within the County of Strathcona, or such other place as determined by ordinary resolution of the Corporation.

SPECIAL GENERAL MEETINGS

24. All general meetings other than annual general meetings shall be called special general meetings.

CONVENING SPECIAL GENERAL MEETINGS

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

NOTICE OF GENERAL MEETINGS

26. A minimum of fourteen (14) days' notice of every general meeting specifying the place, the date and the hour of meeting (and, in the case of special business, the general nature of such business), shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owners and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a general meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. The Notice for the Annual General Meeting shall include the financial statements for the Corporation's preceding fiscal year and an annual report respecting the reserve fund.

PROCEEDINGS AT GENERAL MEETINGS

27. Proceedings at general meetings shall include that:
- a. all business that is transacted at an annual general meeting, or at any special general meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors, election of members to the Board, election of the Chairperson, calling of the roll and certification of proxies and proving notice of meeting, shall be deemed to be special business, meaning that proper notice of the business to be conducted must be provided to the Owners;
 - b. the nature of such special business and the text of any resolution to be submitted to the meeting shall be set out in sufficient detail in the notice of the meeting so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
 - c. unless otherwise specifically required by the Act and these Bylaws, all business may be conducted or approved by Ordinary Resolution;
 - d. all general meetings of the Corporation shall be conducted according to rules of procedure established by the Board; and
 - e. the Board, in its sole discretion:
 - i. shall determine whether those entitled to attend a general meeting may so attend by electronic means; and
 - ii. should the Board determine that a general meeting will be held, in whole or in part, by electronic means, the Board shall determine the procedures, requirements and processes by which the attendance by Owners by electronic means may occur.

QUORUM FOR GENERAL MEETINGS

28. Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and THIRTY (30%) percent of the persons entitled to vote representing not less than 3000 of the Unit Factors present in person or by proxy shall constitute a quorum.

ADJOURNMENT FOR LACK OF QUORUM

29. If a quorum is not present the meeting shall stand adjourned for thirty (30) minutes and the persons entitled to vote who are present shall constitute a quorum and the meeting shall proceed

CHAIRPERSON FOR GENERAL MEETINGS

30. The Chairperson for all general meetings shall be elected by the Board prior to the general meeting. In the event that the Board does not elect a Chairperson, the President of the Board shall be the Chairperson of all general meetings or in their absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairperson provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairperson.

ORDER OF BUSINESS FOR GENERAL MEETINGS

31. Subject to the direction of the Owners, the Order of Business at general meetings, and as far as is appropriate at all special general meetings, shall be:
- a. if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairperson of the meeting;
 - b. calling to order by the Chairperson and establish quorum;
 - c. proof of notice of meeting or waiver of notice;
 - d. reading and disposal of any unapproved minutes of general meetings;
 - e. reports of officers;
 - f. reports of committees;
 - g. consideration of financial statements and annual report respecting the reserve fund;
 - h. appointment of auditors;
 - i. election of Board members, if any;

- j. unfinished business;
- k. new business; and
- l. adjournment.

VOTING BY SHOW OF HANDS

32. At any general meeting a resolution by the vote of the meeting shall be decided on a unit factor basis. Voting may generally occur by a show of hands, as directed by the Chairperson, unless a poll is demanded by any Owner or registered mortgagee present in person or by proxy PROVIDED THAT the voting for election of members of the Board may be conducted by written ballot in such manner as the Chairperson deems fit that is consistent with and in compliance with these Bylaws and the Act. Unless a poll be so demanded, a declaration by the Chairperson that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a Special Resolution, all matters shall be determined by Ordinary Resolution.

POLL VOTES

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

VOTING CALCULATION

34. On a show of hands, reasonable efforts shall be made to generally identify the number of unit factors attributable to those voting by show of hands. On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned or mortgaged to them.

VOTES PERSONALLY OR BY PROXY

35. On a show of hands or on a poll, votes may be given either personally or by proxy.

PROXIES

36. An instrument appointing a proxy shall be in writing and in accordance with the requirements as set out in the Regulations, and may be either general or for a particular meeting. A proxy need not be an Owner. Any proxy may be revoked by notice in writing filed with the Board before the time of the meeting or by the appointer's attendance at the meeting. The Chairperson of the meeting shall rule on the validity of any proxy.

ELIGIBILITY TO VOTE

37. An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of their Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than sixty (60) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

VOTE BY CO-OWNERS

38. Votes by Co-Owners will be governed by the following terms:
- a. Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the Co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, Co-Owners are not entitled to vote separately on a show of hands except when a Special Resolution is required by the Act, but any one Co-Owner may demand a poll.
 - b. on any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to their interest in the Unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Unit of the joint Owners as do not vote personally or by individual proxy.

SUCCESSIVE INTERESTS

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

TRUSTEE VOTE

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

VOTING RIGHTS OF MORTGAGEE

41. Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee SUBJECT TO the priority provisions of the Act with respect to the voting rights of first mortgagees, Owners and second and subsequent mortgagees, and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of

the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than sixty (60) days prior to the date that the power of voting may be exercised.

VIOLATION OF BYLAWS

42. Where there is a violation of these Bylaws:

- a. any infraction or violation of or default under these Bylaws or any Rules and regulations established pursuant to these Bylaws on the part of an Owner, their servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within five (5) business days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client indemnification basis, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid;
- b. the Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, their servants, agents, licensees, invitees or tenants, which violates these Bylaws, the Restrictive Covenant, Architectural Guidelines, or any Rules or regulations established pursuant to these Bylaws and for which five (5) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including legal expenses and costs as between a solicitor and his own client indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and pursuit of available remedies;
- c. in addition to, but not so as to limit the powers of the Corporation under paragraphs (a) and (b) of this Bylaw, the Corporation may impose monetary sanctions and non-monetary sanctions on Owners, tenants, and invitees of the Owners who fail to comply with these Bylaws and may further impose non-monetary sanctions for non-compliance with the Rules pursuant to the specific provisions of the Act and Regulations. The Corporation shall use its reasonable discretion in determining the severity or seriousness of each violation and may impose monetary sanctions which it considers reasonable in the circumstances. Such monetary sanctions shall not be less than Fifty (\$50.00) Dollars or greater than the maximum amounts set out in the Regulations. . If the Corporation elects to take proceedings in the Court of Queen's Bench, it may seek to enforce a non-monetary sanction, recover an issued monetary sanction, and/or seek an injunction. In imposing sanctions, the Corporation shall be guided by the Act and the principle of reasonableness;

- d. where a person fails to abide by a sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 and/or Section 67 of the Act to enforce the sanction. Where the Corporation takes such proceedings, the defendant shall pay the Corporation's legal and other related expenses in respect of the proceeding, including costs as between a solicitor and his own client indemnification basis.

DAMAGE OR DESTRUCTION

- 43. Damage or destruction shall be governed by the Board in the following manner:
 - a. the Corporation is not responsible for any damage or loss whatsoever caused to improvements in the Units or to any personal property or contents of any nature of kind in any Unit ;
 - b. no Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the Unit or to any personal property or person of the Owner arising from any defect or want of repair of the Common Property, 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;
 - a. subject always to the Act, where the Corporation is required to enter a Unit for the purpose of maintaining, repairing the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
 - b. notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to all items in any Unit or the Common Property by themselves, members of their family, Tenants, guests, invitees, licensees, and contractors, as well as the guests, licensees, invitees, contractors and family members of their Tenants, that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only to the extent of the insurance deductible); and should any Owner fail to repair in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair; and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon as herein provided for overdue assessments and such monies shall be a charge upon the Unit to the same extent as they would be if they were Common Expense charges assessed upon the Unit.

INSURANCE

44. The insurance of the Corporation shall be governed by the following terms:
- a. the Board, on behalf of the Corporation, may, at the option of the Board, but shall not be obligated to, obtain and maintain, subject always to the Act and the Regulation, and, in particular, Section 47 of the Act and Part 6 of the Regulation, insurance as required by the Act and Regulations for bare land condominiums, including to the extent available thereof, the following insurance:
 - i. Property insurance covering loss of, or damage to the Common Property all insurable property of the Corporation, both real and personal of any nature whatsoever; ;
 - ii. Public liability insurance, including any liability incurred by the Corporation arising out of a breach of duty as the occupier of the Common Property and arising out of the Ownership, use, or operation of any machinery, equipment, vehicles, insuring the Insureds against their liability for bodily injury, death and damage to property, to third parties or to Owners and their invitees, licensees or tenants incidental to the enforcement of these Bylaws and the control, management and administration of the Common Property and the Corporation's property and such insurance shall have limits of liability in amounts not less than Five (\$5,000,000.00) million inclusive for bodily injury and/or property damage per occurrence;
 - iii. in accordance with the Regulations, obtain one or more insurance policies that provide the Corporation with coverage from a loss directly caused by a fraudulent or dishonest act of a member of the Board or a property manager, and the cost of such policy shall be a Common Expense of the Corporation; and
 - iv. Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member and officer thereof from time to time and each employee of the Corporation from and against all liabilities, charges, loss, costs, and expenses, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of their being or having been a member, employee or officer of the Board.
 - b. For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among

other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer;

- c. each and every said policy of insurance shall name the Corporation and all Owners as Insureds and shall, as available and where applicable, provide:
 - i. that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such insurance shall be deemed to be primary insurance;
 - ii. a waiver by the insurer of its rights of subrogation against the Corporation, the Board, its Manager, agents, employees and servants, and the Owners and any member of the household or guests of any Owner, except for arson, fraud and vehicle impact;
 - iii. any casualty insurance policy shall be written on a stated amount basis; and
 - iv. a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each insured.
- d. a certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor, and a duplicate original or certified copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest;
- e. notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of casualty insurance on condominium property loss or claim under casualty insurance (if any) maintained by the Corporation shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative and the Insurance Trustee (if any), and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation;
- f. the Owners shall, except only to the extent such coverage is placed by the corporation itself as permitted under these Bylaws, carry insurance on their own Units as herein provided, and the insuring of any contents within a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any buildings, contents of buildings, or personal property within or to the Unit however caused;
- g. the Owners shall carry insurance for the amount of any deductible that may be payable to the Corporation in respect of the Corporation's insurance policy; and
- h. in the event a claim is made, or could be made, under any insurance policy of the Corporation and the Board, in its sole discretion and acting reasonably, determines

that the loss or damage originated in a Unit which an Owner is responsible for, the Corporation may recover the deductible portion of the claim from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation from the Owner for the amount of the deductible and all costs, charges and liabilities associated therewith, and with the collection thereof, incurred by the Corporation. In the event that the Board elects to not file an insurance claim, the Board may recover from the Owner, as a contribution due to the Corporation, either the value of the repair, and all costs, charges and liabilities associated therewith, or alternatively the value of the Corporation's deductible, whichever is lesser.

CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGET

45. The particulars that govern the contributions for Common Expenses and budgets shall include that:
- a. the Common Expenses of the Corporation shall be apportioned, assessed and levied upon the Owners in proportion to the Unit factors as shown on the Condominium Plan, or as otherwise provided herein and, without limiting the generality hereof, shall include the following:
 - i. all levies or charges on account of utilities and municipal services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - ii. Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - iii. all the charges on account of cleaning or sweeping of roadways and parking areas, and lawn maintenance and landscaping of Common Property, and for snow and debris removal from Common Property;
 - iv. all charges on account of any light standards or poles and related fixtures located on the Common Property;
 - v. all charges on account of maintenance the Common Property for which the Corporation is responsible under these Bylaws;
 - vi. all costs of furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;
 - vii. all insurance costs in respect of the insurance maintained by the Corporation under these Bylaws and the Act;
 - viii. all charges incurred by the Corporation on account of maintenance, operation, repair or restoration of the Common Property, either in the

- absence of insurance coverage or within the deductible of insurance coverage;
- ix. all costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal, accounting, auditing and engineering, all replacement reserve fund studies, reserve fund reports, reserve fund plans and annual reserve fund reports, including fees and disbursements related to any such services;
 - x. all reserves for repairs and replacement of Common Property;
 - xi. the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - xii. any GST on condominium contributions as required by Canada Customs and Revenue Agency;
 - xiii. Municipal taxes, levies or assessments on any Unit owned by the Corporation; and
 - xiv. all costs whatsoever of the Corporation incurred in connection with the Common Property or in furtherance of any valid purpose of the Corporation or in the discharge of any obligation of the Corporation.
- b. at least thirty (30) days prior to the end of each fiscal year, the Corporation shall deliver or mail to each Owner at the municipal address of the Unit:
 - i. a copy of the budget for the ensuing fiscal year which has been adopted by resolution of the Board; and
 - ii. a notice of the assessment for its contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in accordance with the Unit Factors for the Units,
 - c. the budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and for the Capital Replacement Reserve Fund;
 - d. the replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation, and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual administration budget;
 - e. the Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation

shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance, on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;

- f. all payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;
- g. the omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or a release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt themselves from liability for contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning the Unit; and
- h. 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 notwithstanding this Bylaw, the Common Expenses then 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 assessment on which the loan is based. All Owners who do not pre-pay their proportionate share of the loan, or the assessment on which the loan is based, shall be assessed the costs, expenses and interest of the loan, in accordance with their Unit Factor, but in proportion to all other Owners who likewise did not pre-pay their proportionate share of the loan, or the assessment on which the loan is based. Therefore, 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 the costs, expenses and interest attributable to the loan.

SPECIAL LEVY

- 46. If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or special levy against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice and particulars of the special levy, in accordance with the Act. Each such special levy shall be determined and assessed against the Owners in proportion to their Unit Factors. Unless otherwise provided, all such special levies shall be payable within ten (10) days of the due date for

payment specified in the notice and, if not paid, shall bear interest at the Interest Rate from the due date until paid.

DEFAULT IN PAYMENT OF CONTRIBUTIONS

47. Default in payment of assessments and lien for unpaid assessments, instalments, levies and payments:
- a. the Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment, levy or payment due to the Corporation, which lien shall be a lien against such estate or interest. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment, levy or payment as hereinbefore mentioned, and for so long as such unpaid contribution assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of sixty (60) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than sixty (60) days, shall be deemed to have given to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its reasonable costs, including legal expenses and fees incurred by the Corporation in collecting the amount owing and disbursements on a solicitor and his own client indemnification basis from such defaulting Owner;
 - b. any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of sixty (60) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce the lien, thereby created, in accordance with the other terms and conditions of this Bylaw;
 - c. notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;

- d. in the event of any contribution, assessment against, levy or instalment or payment due from an Owner remaining due and unpaid for a period of sixty (60) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments, levies and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments, levies and payments shall become payable on and as of the date of the said notice;
- e. all reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client indemnification basis) which either the Manager or the Corporation expends as a result of any act or omission of an Owner, their servants, agents, licensees, invitees or Tenants which violates these Bylaws or any Rules established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation; and
- f. any payments made by an Owner shall be applied firstly to any costs or expenses incurred by the Corporation, secondly to any interest owing and lastly to any contributions due to the Corporation.

ESTOPPEL CERTIFICATE

- 48. Any certificate as to an Owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an Estoppel Certificate and the Corporation and all of the Owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the Owner but this shall not prevent the enforcement against the Owner incurring the said expense of all obligations of the said Owner whether improperly stated in such Estoppel Certificate or not. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

LEASING OF UNITS

- 49. In the leasing of Units, the following provisions shall govern:
 - a. in the event that any Owner desires to lease or rent their Unit, the Owner shall furnish to the proposed lessee or Occupant, the Bylaws and Rules of the Corporation. The Owner shall not be released of any of their obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations;
 - b. the Corporation IS HEREBY AUTHORIZED TO:
 - i. impose and collect deposits under Section 53 of the Act;

- ii. give notices to give up possession of Units under Section 54 of the Act; and
 - iii. make applications to the Court under Sections 55 and 56 of the Act;
- c. no Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the Unit is in arrears of payment of contributions, in which case the Tenant shall, upon request by the Corporation, deduct from the rent payable to the Owner, such arrears contributions and shall pay the same to the Corporation for the purposes of applying that rent against the monthly contributions that are in arrears. Any such payment by the Tenant shall be deemed to be a rental payment made to the Owner;

SEVERABILITY

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

NOTICES

51. Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:
- a. sent by prepaid mail to:
 - i. the Owner at the address of their Unit or other known address;
 - ii. the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - iii. the Corporation at its address for service shown on the Condominium Additional Plan Sheet Certificate; or
 - iv. a mortgagee at its address supplied to the Corporation;
 - b. left with the Owner or some other adult person at the said address of the Unit;
 - c. sent by electronic mail to an address provided for that purpose; or
 - d. put in the mailbox of the Unit.

Any notice given by post shall be deemed to have been sent and received seven (7) days after it is posted. An Owner or a mortgagee may at any time, in writing, advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include

any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws.

NOTICE OF DEFAULT TO MORTGAGEES

52. Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of Sixty (60) days.

DEBT RETIREMENT ON TERMINATION

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

REALTY TAXES

54. Any realty taxes and other municipal and governmental levies or assessments against the Common Property shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

INDEMNIFICATION OF OFFICERS AND MANAGERS

55. The Corporation shall indemnify every member of the Board, and any officer or employee and their heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which he 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 as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith or is found in breach of the Act. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by, Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a Common Expense of the Corporation.

NON-PROFIT CORPORATION

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

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

USE AND OCCUPANCY RESTRICTIONS

57. The use and occupancy of Units shall be governed by the following terms:

- a. an Owner or Occupant SHALL NOT:
 - i. use their Unit, the Common Property, or any part thereof, for any purpose which may be illegal or injurious to the reputation of the Project, for any commercial, professional or other business purpose, or for a purpose involving the attendance of the public at such area;
 - ii. make or permit noise including, without limitation, pet noise within or about any Unit or the Common Property, or conduct themselves in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which, in the opinion of the Board, causes a disturbance or interferes with the comfort of the other Occupants. Further, Owners and Occupants, their families, guests, invitees, visitors, and servants shall not conduct, participate in or allow any activity or action that results in excessive noise or disturbance, as determined by the Board in its reasonable discretion, between 11:00p.m. and 7:00a.m;
 - iii. use or permit the use of their Unit other than for residential purposes except as may be permitted under these bylaws and any relevant municipal bylaw or ordinance;
 - iv. permit the number of persons occupying a Unit to exceed the numbers permitted by any Municipal or Provincial law or authorities;
 - v. no television or mobile telephone or radio antenna, solar panels, tower or similar structure or appurtenances thereto shall be erected without the prior consent, in writing, of the Board which consent may be withheld or, if given, withdrawn on reasonable notice. The Board shall always have the final say as to the location of such equipment or structure. The installation

and removal of any approved equipment or structure is to be carried out by a qualified person, approved by the Board, who must provide the Board with proof of their qualifications, as well as appropriate insurance coverage.

- vi. do anything or permit anything to be done within the Unit or the Common Property or fail to do any act or thing which will or would tend to increase the risk of fire;
- vii. do anything or permit anything to be done by any Occupant of a Unit or the Common Property that is contrary to any statute, ordinance, bylaw or Regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- viii. deposit customary household refuse and garbage outside of the Unit other than in properly secured garbage bags placed in garbage containers. All bulk waste items, such as discarded household furnishings, paints, tires, packing boxes or construction materials shall be removed from the Project by the Owner at their sole cost and expense;
- ix. erect, place, allow, keep or display signs, billboards, advertising matter, or other notices or displays of any kind on any part of the Common Property in any manner without the prior written approval of the Board;
- x. alter, remove, damage or otherwise interfere with any drainage control fence, grass swale, concrete or asphalt drainage gutter or other drainage control structure which may be erected on the Units in accordance with the drainage plan for the Project;
- xi. permit any member of their household, guests or visitors to trespass on another Unit or any part of the Parcel to which another Owner is entitled to exclusive occupation;
- xii. in regard to parking and operating a vehicle on the Parcel:
 - (A) park in any area other than the Owner's Unit or allow a visitor to park anywhere on the Parcel except within the Owner's Unit, unless such is approved by the Board in writing or specifically allowed in accordance with the Rules;
 - (B) allow vehicles, trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, buses or any type of motor home, recreational vehicle or equipment to be parked or stored anywhere on the Common Property;
 - (C) keep within the Unit any motor vehicle which is not currently licensed and registered, or not in operating condition without the prior written consent of the Board;

- (D) drive any motor vehicle on the Parcel at a speed in excess of thirty (30) kilometres per hour;
 - (E) park or drive on any part of the Parcel that is not a road way or allow or permit anyone else to do the same; and
 - (F) park any motor vehicle anywhere on the Project which leaks of oil or grease or leaks any gasoline or which is in any other way, offensive or hazardous;
- xiii. make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical alterations or additions to buildings or improvements within their Unit unless such comply with the Architectural Guidelines, Restrictive Covenant, Municipal, Provincial and Federal laws and any required permits which must be secured by the Owner from the appropriate authority;
 - xiv. allow their Unit to become unsanitary or untidy;
 - xv. without the prior written approval of the Board, have any right of access to those portions of the Common Property used from time to time for Utilities areas, maintenance, storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
 - xvi. an Owner shall be financially responsible for any damage or costs related to forcible entry into buildings within their Unit by the Corporation or the Board or any of its servants, agents or nominees in the event of their having to deal with a fire, gas, water leakage or other emergency situation and for the purpose of protecting the property of other Owners and the Corporation, as the case may be;
- b. the restrictions in use of Units have the following purposes:
 - i. to provide for the health and safety of condominium Occupants;
 - ii. to maintain the Common Property and Units in such a manner as to preserve property values;
 - iii. to provide for the peace, comfort and convenience of the Owners and Occupants;
 - iv. to develop a sense of community;
 - c. the Board may make policy statements and Rules as it deems appropriate to clarify the general restrictions set forth in subclauses (a), (b), and (c) hereof and those policy statements and Rules shall have the same force and effect as any Bylaw once

the Board has given written notice to all Owners and Occupants through such means as the Board deems proper; and

- d. an Owner shall ensure that the Occupants of their Unit comply with those requirements that the Owner must comply with under subsection (a) and (b) hereof

PETS

- 58. Pets or domestic animals may be kept or present on Unit or the Parcel in accordance with the following requirements:
 - a. No boarding, commercial kennelling or the commercial training of animals is permitted;
 - b. Chicken coops and the raising of chickens and other fowl is not permitted;
 - c. a pet is not allowed to be at large (i.e., not on a leash, carried, or being accompanied by person who is in control of the pet) on the Common Property;
 - d. an Owner shall not allow a pet to defecate on the Common Property or another Unit and shall, if it occurs, clean up any defecation of their pet immediately;
 - e. if the Board reasonably determines that the pet is a nuisance or hazard, a danger to other person or animals, or any undue annoyance to other occupants, then the pet must be removed from Unit and Parcel within fifteen (15) business days' notice to that effect;
 - f. an Owner shall comply with any municipal Bylaws and licensing in effect in the County of Strathcona with respect to pets and municipal enforcement officers are authorized and are permitted to enforce municipal bylaws and ordinances on the Common Property; and
 - g. an Owner shall be responsible to the Corporation for the cost of any repairs or damage to the Common Property necessitated by or caused by a pet.

ONE FAMILY ONLY

- 59. Each Unit shall be occupied as follows:
 - a. The Units shall be occupied as a one-family residence by the Owner or Occupant of the Unit;
 - b. No Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit, without the written consent of the Board;

- c. Without limiting the generality of the foregoing, short term rentals such as Airbnb or rentals of less than one (1) month are considered to be a commercial activity and are not permitted;
- d. Notwithstanding the foregoing, occupancy of a Unit by up to four adult persons who are not all part of the same family shall not be in violation of this Bylaw.

ARBITRATION AND MEDIATION

- 60. Any dispute respecting any matter arising under the Act or these Bylaws may, with the agreement of all of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43 as provided in Section 69 of the Act.

AMENDMENT OF BYLAWS

- 61. These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each mortgagee who has notified its interest to the Corporation a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution.

CHANGE OF LEGISLATION

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