

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

102368662

ADVISORY

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

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

CONDOMINIUM PROPERTY ACT
Section 32

NOTICE OF CHANGE OF BY-LAWS

Condominium Corporation No. 0827079 hereby certified that, by a special resolution passed on October 13, 2010, the by-laws of the corporation were amended as follows:

Be it resolved as a special resolution of Condominium Corporation No. 0827079 (the "Corporation") that the by-laws of the Corporation as set out in Appendix 1 to the Condominium Property Act, R.S.A. 2000, Chapter C-22 as amended, be and they are hereby repealed and the by-laws hereto annexed as Schedule "A" be and they are hereby adopted as and made the by-laws of and applicable to the Corporation and the parcel referred to in Condominium Plan No. 0827079 from and after the date of this resolution, the by-laws annexed hereto being hereby passed in place of the said statutory by-laws.

The seal of Condominium Corporation No. 0827079 was affixed on October 13, 2010 in the presence of Anuj Rawat.

A.R.T.
Director

**CONDOMINIUM CORPORATION
NO. 0827079**

Per: A.R.T.



DEER VALLEY GARDENS
CONDOMINIUM CORPORATION NO. 082 7079

1. **DEFINITIONS AND INTERPRETATION**

These By-laws have been enacted by Condominium Corporation No. 082 7079 to replace the By-laws set out in the Schedule to the Condominium Property Act, being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto. The following definitions shall apply to all parts of these By-laws:

- (a) "Act" means the Condominium Property Act, being Chapter C-22 of the Revised Statutes of Alberta, 2000, as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act;
- (b) "Board" means the board of Directors elected pursuant to these By-laws;
- (c) "Building" means the residential building constructed on a Unit and which for the purposes of these By-laws and the Act shall be deemed part of the Unit;
- (d) "By-laws" mean the By-laws of the Corporation, as amended from time to time;
- (e) "Capital Replacement Reserve Fund" means a fund to be used to provide sufficient funds that can be reasonably be expected to provide for major repairs and replacement of:
 - (i) any real and personal property owned by the Corporation; and
 - (ii) the Common Property;where the repair or replacement is of a nature that does not normally occur annually;
- (f) "Common Expenses" mean the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-laws;
- (g) "Common Property" means common property as defined in the Act and includes so much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan;
- (h) "Condominium Corporation Costs" mean any and all costs applicable to a Unit (including the cost of any maintenance, repairs, servicing, rebuilding done by the Condominium Corporation to any improvement upon a Unit) incurred by the Condominium Corporation in and in respect of carrying out and exercising its rights, duties and obligations pursuant to the Party Wall Agreement and the By-laws;

- (i) "Condominium Plan" means the plan registered in the Land Titles Office for the North Alberta Land Registration District as Condominium Plan No. 0827079 ;
- (j) "Corporation" means the corporation constituted under the Act by registration of the Condominium Plan;
- (k) "Developer" means Seven Star Group Ltd. ;
- (l) "Directors" means duly elected members of the Board;
- (m) "Exclusive Use Property" means any portion of the Common Property to which an Owner has been granted the right of exclusive use and enjoyment in accordance with these By-laws;
- (n) "Insurance Trustees" means either the Corporation or a trust company authorized to carry on the business of a trust company under the laws of Alberta selected by resolution of the Corporation;
- (o) "Interest Rate" means Ten (10%) percent per annum or such other rate as determined by the Board;
- (p) "Managed Property" means such part of parts of the Unit as by these By-laws the Corporation is to administer, control, manage, maintain and repair as it would the Common Property, being the land within the boundaries of the Units, exteriors of Buildings, roofs, common fences, party walls, decks, landscaping and other such parts of the Unit to be managed, maintained and repaired by the Corporation as provided by these By-laws and the Party Wall Agreement;
- (q) "Manager" means the professional manager first retained by the Developer or any successor contractually appointed pursuant to By-law 15.(d);
- (r) "Mortgagee" means the holder of a mortgage registered against the title to one (1) or more Units;
- (s) "Officer" means President, Vice-president, Secretary or Treasurer of the Corporation;
- (t) "Owner" means a Person who is registered as the owner of the fee simple estate in a Unit;
- (u) "Parcel" means the land comprised in the Condominium Plan;
- (v) "Party Wall Agreement" means the Restrictive Covenant, Easement, Encroachment and Party Wall Agreement registered against the title to the Units and which provides certain restrictions, rights and assessments, on the use and occupation of the Units;

- (w) "Person" means an individual, a corporation or other legal entity and the heirs, executors, administrators or other legal representative of a Person;
- (x) "Special Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than Seventy-Five (75%) Percent of all the Persons entitled to exercise the powers of voting conferred by the Act or the by-laws and representing not less than Seventy-Five (75%) of the total unit factors for all the Units, or;
 - (ii) signed by not less than Seventy-Five (75%) 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 By-laws and representing not less than Seventy-Five (75%) of the total unit factors for all the Units;
- (y) "Unit" means the land within the Parcel described as a Unit on the Condominium Plan including all buildings and improvements thereon and all the Units are residential units;
- (z) "Unit Factor" means the unit factor for each Unit as more particularly described in a Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws and other expressions used in these By-laws have the same meaning as may be assigned to them in the Land Titles Act of Alberta, as amended from time to time, or in any statute or statutes passed in substitution therefor or replacement thereof, unless the context otherwise requires.

These By-laws are to be read with all changes of number and gender required by the context.

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

2. APPLICATION OF THE ACT

The rights and obligations given or imposed on the Corporation or the Owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act and if there is any conflict between the By-laws and the Act, the Act shall prevail.

3.

DUTIES OF AN OWNER

An Owner shall:

- (a) Permit the Corporation and its agents, at all reasonable times:
 - (i) on notice (except in case of emergency when no notice is required), to enter his Unit and the Building thereon for the purpose of inspecting the Unit and the Managed Property and maintaining, repairing or renewing pipes, wires, cables, light standards, ducts, conduits, plumbing, and sewers (but excluding sump pumps) for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or Managed Property, or for the purpose of maintaining, repairing or renewing the Managed Property or the Common Property, or for the purpose of ensuring that the By-laws are being observed; and
 - (ii) access to the Unit, Managed Property and Common Property to maintain in good order and condition any lawn, trees or landscaped area and to maintain and repair the exterior or outside surfaces of the Building forming part of the Unit, excluding windows, doors and door lock sets, but including all other outside accoutrements affecting the appearance, useability, value or safety of the Parcel or the Units unless otherwise specified in these By-laws;
- (b) Forthwith carry out all work that may be ordered by any municipality or public authority in respect to his Unit, other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit, to such municipality or public authority;
- (c) Have the exclusive use of the Exclusive Use Property and maintain it in a reasonable manner.
- (d) Repair and maintain his Unit and designated garden areas, but excluding outer boundaries, walls and other outside surfaces including roofs, eaves troughs and all other outside hardware and accoutrements affecting the appearance, useability or safety of the Building, and further, excluding the landscaping and grounds maintenance required to be done by the Corporation and keep it in a state of good repair, except such damage as is insured against by the Corporation;
- (e) Repair, maintain and replace when necessary, all windows, doors, lock sets, any overhead garage door hardware and garage door openers located in or about the Unit, the furnace, hot water tank, air-conditioner and sump pump located in or adjacent to his Unit;

- (f) Comply strictly with the architectural and landscaping guidelines of the Corporation in effect from time to time;
- (g) Use and enjoy the Common Property, the Managed Property and his Unit in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (h) Notify the Corporation forthwith upon change of ownership or any mortgage or other dealing in connection with his Unit;
- (i) Comply strictly with these By-laws and with such rules and regulations as may be adopted pursuant thereto from time to time and comply with the Party Wall Agreement and cause all his tenants, family visitors, invitees and other occupants of his Unit to similarly comply and in this regard, no Owner shall lease or grant possession of his Unit until he complies with the damage deposit requirements (if any) of the Corporation and causes the tenant or other occupant to deliver to the Corporation an Agreement signed by the tenant or other occupant to the effect that the tenant or other occupant and members of their household and their guests from time to time will in using the Unit and the Common Property, comply with the Act, the By-laws and all rules and regulations of the Corporation during the term of their tenancy or occupation, provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all By-laws by all Persons leasing or occupying his Unit;
- (j) Pay when due his proportionate share of the Common Expenses levied by the Corporation on the Owners, such proportionate share to be based upon the Unit Factor of the Unit owned by the Owner, whether or not that Unit is occupied by the Owner, a tenant or other occupant, and to pay interest on any arrears of such payments at the Interest Rate calculated from the due date, provided however, that if the tenant of a Unit is notified by the Corporation that the Owner is in default any payments required to be made to the Corporation the tenant shall deduct from the rent payable to the Owner the amount of such payment and interest accrued thereon and shall pay the same to the Corporation and the amount so paid shall constitute rent paid to the Owner by the tenant;
- (k) Pay when due the Condominium Corporation Costs and all other monies required to be paid by the Owner to the Corporation pursuant to these By-laws and the Party Wall Agreement, whether or not that Unit is occupied by the Owner, a tenant or other occupant, and to pay interest on any arrears of such payments at the Interest Rate calculated from the due date, provided however, that if the tenant of a Unit is notified by the Corporation that

the Owner is in default any payments required to be made to the Corporation the tenant shall deduct from the rent payable to the Owner the amount of such payment and interest accrued thereon and shall pay the same to the Corporation and the amount so paid shall constitute rent paid to the Owner by the tenant,

- (1) Deposit with the Corporation, or its agent, twelve (12) monthly post-dated cheques each in the amount of one-twelfth (1/12) of the budgeted Condominium Fee Assessment for the year within seven (7) days of written notice delivered to the Owner in accordance with the terms of these By-laws.

4. DUTIES OF THE CORPORATION

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

- (a) Control, manage and administer the Common Property and Managed Property (unless otherwise provided herein) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of the Owners, Mortgagees, Corporation and the entire condominium project;
- (b) Establish and enforce architectural guidelines and landscaping guidelines to preserve the character of the Parcel and the integrity of design and appearance of the improvements to the Units;
- (c) Unless otherwise specified in these By-laws, keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, used in connection with the Common Property, as well as all property, both real and personal, owned by the Corporation;
- (d) Where practicable establish and maintain suitable lawns and gardens on the Common Property;
- (e) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Unit or Common Property;
- (f) Call a general meeting of the Owners, and such registered Mortgagees who have notified the Corporation of their interest as required by the Act;
- (g) Remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property and Managed Property designated for vehicular or pedestrian traffic or outside parking and keep and maintain in good order and condition all grassed or landscaped areas of the Common Property, Managed Property and the Unit;

- (h) Except as otherwise specifically provided in these By-laws, maintain and repair the Common Property including any lawn, trees, deck and fencing which is located on any part of the Common Property, Managed Property or the Units;
- (i) Provide and maintain in full force all such insurance as is required by the Act and by the provisions of these By-laws and enter into such insurance trust agreements with the Insurance Trustee as approved by the Board;
- (j) Provide adequate garbage receptacles, if required, on the Common Property, for use by all of the Owners and provide for the regular collection of garbage;
- (k) Enforce the By-laws and the Party Wall Agreement and take all necessary steps it sees fit to uphold the restrictions imposed by the Party Wall Agreement;
- (l) Do all things required of it by the Act, the By-laws, the Party Wall Agreement and any other rules and regulations of the Corporation in force from time to time;
- (m) At all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings, and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 37 of the Act (or any provision passed in substitution thereof).

POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation may:

- (a) Purchase, hire or otherwise acquire personal property for use in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation, the Units, Managed Property or the Common Property;
- (b) Provided that the same has been approved by Special Resolution, purchase or otherwise acquire real property for the use by Owners in connection with their enjoyment of Units or Common Property;
- (c) Dispose of any personal property or real property no longer required by the Owners in connection with their enjoyment of their Units or Common Property;
- (d) Borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow in excess of FIVE THOUSAND DOLLARS (\$5,000.00) on any single occasion or incur

aggregate indebtedness at any time exceeding \$5,000.00 without such borrowing or incurring of debt being approved by ordinary resolution of the Persons entitled to vote at meetings of the Corporation;

- (e) Secure the payment of monies borrowed by it, and the payments 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;
- (f) Invest as it may determine any monies in the fund for administrative expenses, to the extent permitted by law;
- (g) Make an agreement with any Owner or occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner or occupier thereof;
- (h) Pay an annual honorarium or salary, or stipend to a member of the Board as may be determined from time to time by ordinary resolution of the Corporation;
- (i) Appoint an auditor or auditors who may be an Owner or Owners;
- (j) Collect by monthly instalments all monies payable by the Owners to the Corporation pursuant to these By-laws or otherwise;
- (k) Do all things reasonably necessary for the enforcement of the By-laws and the control, management and administration of the Common Property and Managed Property, including without limiting the following:
 - (i) commence and prosecute proceedings under Sections 29 and 31 of the Act (or any provision passed in substitution therefor);
 - (ii) impose, collect and deal with damage deposits under Section 44 of the Act (or any provision passed in substitution therefor) provided that damage deposits required shall not exceed one month's rent charged for the Unit;
 - (iii) give notices to give up possession of Units pursuant to Section 45 and make applications to the court under Section 46 and 47 of the Act (or any provisions passed in substitution for the said sections).
- (l) Make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property, Managed Property and the Units.

6.

THE BOARD OF DIRECTORS

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

- (a) The size of the Board shall be determined in the following manner:
 - (i) Until the first annual general meeting of the Owners, the Board shall consist of two (2) nominees of the Developer,
 - (ii) Until all Units have been sold by the Developer, the Board shall consist of one (1) nominee of the Developer, together with two (2) individuals elected for one (1) year terms,
 - (iii) Thereafter, at the first annual general meeting of the Corporation following the date that the Developer has sold all the Units, a Board consisting of not less than three (3) nor more than seven (7) individuals shall be elected in the following manner:
 - a. not more than one half of the Board shall be elected for a one year term and the remainder for a two year terms; and
 - b. at each subsequent annual general meeting those elected shall be elected for a period of two (2) years;
 - (iv) Where there are no Mortgages and not more than three (3) Owners, the Board shall consist of all Owners or such individuals in such number as the Owners of all Units shall designate;
- (b) Ownership of a Unit is not necessary for election and membership on the Board and any individual shall be eligible for nomination and election to the Board provided that such individual is at least 18 years of age and;
 - (i) if a Unit has more than one Owner, only one such Owner may sit on the Board at any one time;
 - (ii) no more than two Mortgages or representatives of them may be members of the Board at any one time;
 - (iii) no Owner who is indebted to the Corporation for a contribution levied and which is overdue more than thirty (30) days shall be eligible for election or membership on the Board;

- (c) At any election of Directors, each Person entitled to vote may vote for the same number of nominees as there are vacancies to be filled on the Board;
- (d) All Directors, who are required to handle money of the Corporation, shall be bonded by recognized bonding institutions in an amount of not less than TEN THOUSAND (\$10,000.00) DOLLARS unless otherwise resolved by Special Resolution. The cost of such bonding shall be paid by the Corporation.

7. REMOVAL OR DISQUALIFICATION FROM THE BOARD

- (a) Except where the Board consists of less than 3 individuals, the Corporation may by resolution at a general meeting remove any member of the Board before the expiration of his term of office and elect another individual in his place to hold office until the next annual general meeting;
- (b) The office of a member of the Board is vacated if he:
 - (i) becomes insolvent or remains more than thirty (30) days in arrears in payment of any payments required to be made by him as an Owner as herein set forth for more than ten (10) days after notice to him requiring him to pay his arrears;
 - (ii) becomes unsound of mind or mentally incompetent; or a lunatic, or dies;
 - (iii) resigns his office in writing, under his hand, served upon the Corporation;
 - (iv) is convicted of an indictable offence;
 - (v) is absent from three (3) consecutive meetings of the Board without notifying the Board and it is resolved at a subsequent meeting of the Board that his office be vacated;
 - (vi) is not bondable by a recognized bonding institution at premium which the Board considers reasonable.

8. VACANCY

When a vacancy occurs on the Board, the Board may appoint an individual to fill that office for the remainder of the former Director's term.

9. QUORUM

Except where there is only one Owner, a quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where it consists of five (5) or six (6) members, and four (4) where it consists of seven (7) members. Any member of the Board may waive notice of a meeting before, during or

after the meeting and such waiver shall be deemed and equivalent of receipt of due notice of the meeting.

10. OFFICERS

- (a) At its initial meeting after an annual general meeting, each Board shall designate Officers from the Directors;
- (b) The duties of the Officers shall be as determined by the Board from time to time, but without limiting the generality of the foregoing, the following shall apply:
 - (i) The President, and in his absence or disability, the Vice-president shall be charged with the general organization of the business affairs of the Corporation and shall act as chairman at meetings of the Corporation and the Board;
 - (ii) The Secretary, and in his absence or disability, such officer or Director as may be appointed by the Board, shall accurately keep all necessary minutes and shall have charge of all correspondence of the Corporation and be under the direction of the President and the Board. The Secretary shall also keep records of the Corporation and shall send all notices as required;
 - (iii) The Treasurer shall receive all monies paid to the Corporation and shall be responsible to deposit same in whatever bank the Board may order. He shall properly account for the funds of the Corporation and keep such books as may be directed. He shall present a fully detailed account of receipts and disbursements to the Board whenever requested, and shall prepare for submission to the annual meeting a duly audited statement and shall submit a copy of same to the Secretary for the records of the Corporation;
- (c) The Secretary and the Treasurer may be the same Person;
- (d) A Person ceases to be an Officer if he ceases to be a Director;
- (e) If a Person ceases to be an Officer, the Board may designate another Director to fill that office for the remainder of the term;
- (f) If the Board consists of not more than 3 Persons, those Persons may perform the duties of Officers in such manner as the Board may direct.

11. MAJORITY VOTE

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

12. WRITTEN RESOLUTIONS

A resolution of the Board in writing signed by all members shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

13. SEAL

The Corporation shall have a seal which shall at no time be used except as authorized by resolution of the Board, and in the presence of at least two (2) members of the Board, who shall sign the instrument to which the seal is affixed, provided, however, that if there are no Mortgagees of any Units who have given notice of their interest to the Corporation and all Units are owned by one Person, then the affixing of the corporate seal need be attested by only one (1) member of the Board who is, or represents the Owner of all the Units.

14. SIGNING AUTHORITY

The Board shall determine, by resolution from time to time, which Officer or Officers shall sign cheques, drafts and other instruments and documents not required to be under corporate seal and may authorize the Manager, if any, to sign the same with or without co-signing by any Officer or Officers.

15. POWERS OF THE BOARD

The Board may:

- (a) Meet together for the conduct of its business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting;
- (b) Employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management and administration of the Common Property, and the exercise and performance of powers and duties of the Corporation;
- (c) Subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) Contract with any Person for the management of the property of the Corporation for such period and upon such terms and conditions as the Board may deem expedient and may delegate, subject to the provisions of the Act, any or all of its powers and duties (other than those provided for in By-laws 5.(a) through 5.(i) inclusive) to a Person, which said Person shall be bonded by a recognized bonding institution for at least one (1) years' projected expenditures unless otherwise decided at a general meeting and provided that such bonding

protection is obtainable at reasonable cost to the Person to be bonded;

- (e) Exercise all of the rights, powers and duties conferred on the Corporation by the Act and the By-laws of the Corporation;
- (f) Set and charge reasonable fees to compensate the Corporation for the expenses it incurs in producing and providing any document or copies thereof required under the Act or hereunder.

16. DUTIES OF THE BOARD

The Board shall:

- (a) Cause minutes to be kept at general meetings and meetings of the Board;
- (b) Call an annual general meeting of the Owners and such Mortgagees who have notified the Corporation of their interest once in each calendar year and in all cases allow no more than fifteen (15) months to elapse from one annual general meeting to the next;
- (c) 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 such receipt and expenditures take place;
- (d) Prepare proper accounts relating to all monies of the Corporation and the income and expenditure thereof, for each annual general meeting;
- (e) On application of an Owner or Mortgagee or any Person authorized in writing by one of them make the books of account and all minutes of the meetings of the Corporation and the meetings of the Board available for inspection at all reasonable times, and further provide to any Mortgagee who makes specific request therefor copies of all minutes of all meetings of the Corporation and the Board;
- (f) On application of an Owner or Mortgagee, or any Person authorized in writing by one of them, give a complete statement of the standing of any Unit with regard to the contributions levied and with regard to fulfilment of all Owners' obligations in connection with the project and/or his Unit, and in any event, give to Mortgagees who have notified the Corporation of their interest notice of arrears of any Unit Owner being more than thirty (30) days in arrears of payment of contributions levied and due;
- (g) Upon the written request of an Owner, Purchaser or Mortgagee of a Unit provide the particulars and materials required to be provided under Section 20.5 of the Act (or any provision passed in substitution therefor);

- (h) Cause to be assessed to each Owner his Condominium Corporation Costs and his contributions towards Common Expenses and enforce payment of same;
- (i) At all times keep and maintain in force all insurance required to be maintained by the Corporation and if required negotiate and approve insurance trust agreements to be entered into with the Insurance Trustee.

17. RULES OF PROCEDURE

All meetings of the Board and general meetings shall be conducted according to parliamentary rules of procedure.

18. GENERAL MEETINGS OTHER THAN AN ANNUAL GENERAL MEETING

The Board may whenever it thinks fit, and shall upon a requisition in writing made by Persons entitled to vote representing Twenty-Five (25%) Percent of the total Unit Factors for Units, convene a general meeting.

19. NOTICE OF MEETINGS

Seven (7) days' notice of every general meeting specifying the place, date and hour of the meeting, and in the case of special business, the general nature of that business shall be given to all Owners and Mortgagees who have notified their interests to the Corporation, but accidental omission to give that notice to any Owner or Mortgagee does not invalidate any proceedings at any such meeting and provided further that notice of any meeting may be waived by the Owners or Mortgagees who have notified their interest to the Corporation before or after the meeting and such waiver shall cure any defect in the giving of notice.

20. QUORUM AT GENERAL MEETINGS

Except as otherwise provided in these By-laws, no business shall be transacted at any general meeting unless a quorum of Persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote present in Person, or by proxy representing no less than one third (1/3) of the Units constitute a quorum at any general meeting.

21. PROCEDURE IF NO QUORUM

If within 15 minutes from the time appointed for a properly convened meeting, a quorum is not present, the meeting shall stand adjourned for a further 15 minutes and if after the 15 minute adjournment a quorum is not present, the Persons entitled to vote who are present constitute a quorum.

22. ORDER OF BUSINESS

The order of business at an annual general meetings and, as far as practical at all general meetings, shall be:

- (a) If neither the President nor the Vice-president shall be present, then a Chairman of the meeting shall be elected;
- (b) Calling of the roll and certifying proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of Directors, if necessary;
- (h) Financial reports;
- (i) Appointment of auditors;
- (j) Unfinished business;
- (k) New Business;
- (l) Adjournment.

23. SHOW OF HANDS

At any meeting of the Corporation, a resolution shall be voted on by a show of hands, unless a poll is demanded by a Person entitled to vote and present in person or by proxy, and unless a poll is so demanded, a declaration by the Chairman that a resolution has on the show of hands been carried, is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. If a Person demands a poll, that Person may withdraw that demand and on the demand being withdrawn the vote shall be taken by a show of hands.

24. TAKING A POLL

A poll, if demanded, shall be taken in such manner as the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

25. TIE VOTE

In the case of a tie in a vote taken at a meeting of the Corporation, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote, but no original vote.

26. NUMBER OF VOTES

- (a) If a vote is taken by a show of hands, each Person entitled to vote has one vote;
- (b) If a vote is taken by a poll, the number of votes that a Person may cast shall correspond to the Unit Factors for the respective Units represented by that Person;

- (c) Except for those matters requiring a Special Resolution, all matters shall be determined by a simple majority vote.

27. MANNER OF VOTING

On a show of hands or on a poll, votes may be given either personally, or by proxy, and on a show of hands, the Person entitled to vote and voting may indicate that he is showing hands with respect to a number of votes, provided that his proxy is in order, and the votes shall so be counted.

28. PROXY

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

29. RESTRICTIONS ON VOTING

There are no restrictions or limitations on an Owner's right to vote at a meeting of the Corporation, other than the following:

- (a) Such restrictions, if any, as are set out in the Act;
- (b) If at the time of a meeting of the Corporation an Owner has not paid to the Corporation all contributions that are due and owing in respect of his Unit, that Owner is ineligible to cast a vote at that meeting in respect of any resolution other than a Special Resolution;
- (c) An Owner's ineligibility to cast a vote does not affect the right of the Mortgagee first entitled in priority in respect of a mortgage registered against the title of that Owner's Unit to vote in accordance with the Act.

30. VOTE BY CO-OWNERS

If a Unit is owned by more than one Person, those Co-Owners may vote personally or by proxy, and:

- (a) In the case of a vote taken by a show of hands, those Co-Owners are entitled to one vote between them; and
- (b) In the case of a vote taken by a poll, a Co-Owner is entitled to that portion of the vote applicable to the Unit as is proportionate to his interest in the Unit.

31. VOTE WHEN SUCCESSIVE INTERESTS

Where Owners are entitled to a successive interest in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands, or a poll, and this By-law is applicable whether by the Act the unanimous resolution of the Owners is required or not.

32. VOTE OF TRUSTEE

When 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 the latter may not vote.

33. SIGNED RESOLUTION

Subject to the provisions of the Act, any resolution of the Corporation determined upon or made without a general meeting and evidenced by writing, signed in Person or by proxy as contemplated in By-law 1. (x) shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be a Special Resolution.

34. ESTOPPEL CERTIFICATE

Upon written request from a Unit Owner or a registered Mortgagee and upon receipt of such fee as is determined by the Board from time to time, the Corporation shall provide a certificate signed by any two (2) officers under the corporate seal or the Manager as agent, certifying all those matters provided for in Sections 36 and 39 of the Act, 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 Owner.

35. CAPITAL REPLACEMENT RESERVE FUND

The Board shall establish and maintain a Capital Replacement Reserve Fund subject to the provision that funds shall not be taken from the Capital Replacement Reserve Fund for the purpose of making capital improvements unless:

- (a) the removal of funds for that purpose is authorized by a Special Resolution; and
- (b) after the removal of funds pursuant to the Special Resolution, there are sufficient funds remaining in the Capital Reserve Fund to meet its requirements as set out in By-law 1. (e).

36. BY-LAW AMENDMENT

Until all the Units have been sold by the Developer By-laws 75, 76, 83 and 84 shall not be added to, amended or repealed, without the written consent of the Developer.

37. BY-LAW BINDING

The Corporation, the Board and all Owners shall be bound by and shall observe and obey all the By-laws, and such rules and regulations as are applicable to each of them and as amended from time to time, whether or not such By-laws, rules and regulations are registered at the Land Titles Office.

38. **VIOLATION OF BY-LAWS**

The Corporation may:

- (a) correct, remedy or cure any infraction or violation or default under these By-laws or any rules and regulations established pursuant to these By-laws or the Party Wall Agreement on the part of an Owner, his servants, agents, licensees, invitees or tenants and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid;
- (b) recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws or the Party Wall Agreement and there shall be added to any judgment, all costs of such action including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;
- (c) exercise the powers provided for in Section 29 of the Act;

Each day that an owner, tenant or other person residing in or on a Unit contravenes these By-laws shall be considered a separate contravention.

39. **NOTICE**

Unless specifically provided otherwise, every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served:

- (a) upon the Corporation if given as set out in the Act;
- (b) upon an Owner by delivery by hand to the Owner (and if there is more than one Owner, then to anyone of such Owners) or by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Owner at the municipal address of his Unit; and
- (c) upon a Mortgagee of a Unit by delivery by hand to the Mortgagee (or if a corporation, to a Person in authority with such Mortgagee) or at the local office of the said

Mortgages or at the office in the Province of Alberta at which mortgage funds are payable or by forwarding the same by fully prepaid double registered mail to any other municipal address of such Mortgages which has been notified to the Corporation.

The Corporation may change its address for service by resolution of the Board and the filing of a Notice of Change in the prescribed form at the Land Titles Office. A Mortgage of a Unit may change its address for service by giving notice in writing of the change to the Corporation in the manner aforesaid.

Any notices, demands or requests served by mail as aforesaid shall be deemed to have been received forty-eight (48) hours after the time of mailing, provided however, that if there shall be interruption of mail service, the notice shall not be deemed to have been received until the third (3rd) day following restoration of normal mail service.

40. **INSURANCE**

The Corporation shall obtain and maintain such insurance as is required under the Act and without limiting the generality of the foregoing:

(a) the Corporation shall place and maintain:

(i) insurance on all the insurable Common Property and all the insurable real and personal property of the Corporation and such insurance shall provide:

- A. coverage for fire, extended perils and other perils as from time to time the Board shall deem advisable;
- B. coverage to the full replacement cost of all Buildings and other fixed improvements comprising the Condominium and all chattels and other property belonging to the Corporation or forming part of the Common Property;
- C. coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution of the Corporation;
- D. that no breach of any statutory condition or other condition of any policy by any Owner or the Corporation shall invalidate the insurance or forfeit the insurance and in the event of such breach by any Owner or the Corporation, the insurance may only be subject to

forfeiture or defence on breach of condition insofar as the separate interests of the Person or party in breach are concerned and only upon the insurer establishing that the loss was caused by or contributed to by the breach of the statutory condition or other condition; provided, however, that no breach of any statutory or other condition of any policy by the Corporation or any Owner shall invalidate the policy as against the Mortgagee;

- (ii) public liability insurance insuring the Corporation, the Board and the Owners against any liability third parties or to the Owners and their invitees, licensees, or tenants, incident to the ownership or use of the Condominium Units therein, and all Common Property and all property owned by the Corporation. Limits of liability under such insurance shall not be less than TWO MILLION DOLLARS (\$2,000,000.00) for any one Person insured, or for any one accident, and shall not be less than FIVE HUNDRED THOUSAND (\$500,000.00) for property damage per occurrence;
- (b) The Act shall govern the payment of insurance proceeds realized under any policy of insurance obtained or maintained by the Corporation;
- (c) All policies of insurance shall name as insured both the Corporation and the Owners from time to time of all Units within the Parcel;
- (d) The limits of coverage of all policies of insurance obtained and maintained by the Corporation shall be reviewed at least annually by the Board and increased at its discretion.

Nothing in this paragraph 40 shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Unit or their personal liability as permitted by the Act or as otherwise permitted by law.

41. SEVERABILITY

The invalidity in whole or in part of any section of these By-laws shall not affect the validity of the remaining portions of that section or these By-laws.

42. OWNER'S USAGE

The Owner shall not his Unit or permit it to be used in any manner or for any purpose which may be illegal or injurious, or that will or might cause a nuisance or hazard to any occupier of a any Unit (whether an Owner or not) or the family of such an occupier.

43. SINGLE FAMILY RESIDENCE

Subject to By-law 44, each Unit shall be occupied only as a single family residence by the Owner, his tenants or authorized occupants and their families, and for the purpose of this section:

- (a) "Single Family Residence" means a Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no roomers or boarders are allowed; and
- (b) "Boarder" means a Person to whom room and board is regularly supplied for consideration; and
- (c) "Roomer" means a Person to whom a room is regularly supplied for consideration.

45. COMMERCIAL USE OF UNIT

No Unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such Unit, and without limiting the generality of the foregoing, no Unit or part thereof shall be used for a day care centre or babysitting service, or as an office by a doctor, dentist, chiropractor, druggist, lawyer or other professional Person.

46. FAILURE TO REPAIR AND MAINTAIN

- (a) Should any Owner fail to maintain or repair his Unit as required under these By-laws to the satisfaction of the Board or its representatives, after ten (10) days' written notice to do so given to him, the Corporation may do or cause to be done such maintenance or repair. The Owner 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 maintenance or repairs together with interest thereon at the Interest Rate from the date that such reimbursement is demanded and the Corporation may use all or any of the remedies open to it to recover such monies for the Corporation, and such monies shall be a charge upon the Owner's Unit to the same extent as they would be if they were Common Expense charges assessed upon his Unit,

- (b) Each Owner shall be responsible for damage caused to Common Property or other property maintained by the Corporation where such damage is caused by the wilful or negligent acts or omissions of himself, members of his family, his invitees, contractors or licensees, that are not required by these By-laws to be insured against by the Corporation, and should any Owner fail to repair in a manner satisfactory to the Board or its representatives, those items so damaged as aforesaid after ten (10) days' written notice to do so given by the Board or its representatives, the Board or its representatives 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 and overhead and profits and all costs incurred in collection in respect of the doing of such repairs and the Board or its representatives may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation and such monies shall be a charge upon the Owner's Unit to the same extent as they would be if they were common expenses assessed upon his Unit.

47. COMMON PROPERTY ALTERATIONS

No alterations, additions, decoration, redecoration, changes or installations shall be made on or adjoining the outside of any Building by any Owner without the prior written consent of the Board, and no structural alteration shall be made to the outer boundary of any Building, including walls (whether partition walls, bearing walls or otherwise), ceiling and floor, or to any bearing walls or structures within the Building or to any exterior door or window and no change shall be made in the plumbing, drainage system or electrical system within or without any Unit, by any Owner without the prior written consent of the Board.

48. FIRE HAZARD

No Owner shall 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 on any Building or on property kept therein or obstruct or interfere with the rights of other Owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local fire department or with any insurance policy upon any Building or any part thereof or conflict with any rules or ordinances of the municipal health department or with any statute or municipal by-law or with any other law whatsoever and no Unit shall be occupied or used by anyone in such a manner as to

result in the cancellation, or threat of cancellation of any policy of insurance maintained by the Corporation.

49. **DECORATING**

No portion of the Common Property required to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation without the consent in writing of the Board.

50. **WATER**

Water shall not be left running unless in actual use in any Unit.

51. **PLUMBING**

Toilets, sinks, tubs, drains and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, disposable diapers or other substances shall be thrown or placed therein.

52. **COMBUSTIBLE MATERIALS**

No stores of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials shall be kept in any Unit or on any part of the Common Property.

53. **SIGNS**

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a Unit without the written consent of the Board first being obtained; provided, however, that the foregoing shall not prevent the Developer from displaying such signs, billboards, notices or advertising material as may be necessary for sale purposes until all Units have been sold by the Developer, nor will it prevent an Owner from displaying one (1) reasonable "For Sale" sign on his Unit, in respect of the offering of his Unit for sale (the acceptability of such sign to be determined by the Board).

54. **EMERGENCY**

The Corporation, in the event of fire, water breaks or other emergency situations, and in the absence of the Owner or occupier of the Unit, may force entry to any Unit for the purpose of dealing with such emergency and for the purpose of protecting the property of the other Owners or occupiers and the Corporation, and the Owner or occupier of the Unit so entered shall save harmless the Corporation, its agents and employees from any claims or damage arising from such forced entry.

55. **ANTENNAS**

No television antenna, aerial, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Unit or any part of the Common Property nor shall any facility be

installed or placed for or in connection with the common television cable or other distribution or reception system except by the Corporation, or with the written consent of the Board.

56. LAUNDRY

No laundry shall be hung other than below the fence level of a Unit.

57. AWNINGS

No awnings or shades shall be erected over the outside of the windows nor shall any article be hung or placed on any outside window sills of a Building excepting air conditioning units.

58. APPEARANCE OF UNITS

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

59. GARBAGE

At no time shall mops, brooms, rugs and so forth be cleaned out of a window. Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage and garbage containers as directed by the Board from time to time and shall observe all by-laws and regulations of the local authority in that regard. The following rules must be observed with respect to trash equipment:

- (a) debris shall be completely drip free before it leaves the Unit and carried to the pick-up area in a careful manner and in a drip-proof container;
- (b) cartons, boxes, crates, sticks of wood, bottles or other solid matter shall be placed in the appropriate pick-up area in a neat manner for collection. Bulky items should be taken by the Owner to the municipal dump;
- (c) vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pick-up.

60. NOISE

Owners, their families, guests, tenants, visitors and servants shall not create or permit creation of or continuation of any noise or nuisance which, in the opinion of the Board, or the manager, may or does disturb the comfort and quiet enjoyment of the property by other Owners, their families, guests, visitors, and persons having business with them, and no noise caused by any instrument or other device or otherwise, which in the opinion of the Board may disturb the comfort of the other Owners shall be permitted.

61. **PRIVACY**

No Owner shall trespass or permit any occupant of his Unit to trespass on any part of the Parcel or Common Property to which another Owner is entitled to exclusive use; and, without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Property from time to time used as utilities areas, maintenance storage areas, operating machinery, or any other part of the Common Property used for the care, maintenance or operation of the property; provided however, that this paragraph shall not apply to any Mortgagees who have notified their interest to the Corporation and who shall have the right of access for inspection upon forty eight (48) hours' notice to the Manager, if any, or to the Corporation.

62. **OBSTRUCTION**

No Owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade partition, tree, shrub or flower or vegetable garden on or which overhangs any part of the Common Property without the prior written consent of the Board or the Manager.

63. **PERSONAL BELONGINGS**

All Owners will cause all articles belonging to their household to be kept in their respective Unit when not in actual use, and each Owner will comply with all reasonable requests of the Board or the Manager or its representatives that bicycles, toys and like articles belonging to the Owner's household be put away inside such Owner's Unit when not in actual use or be stored in appropriate places which may be designated by the Board or the manager or its representative from time to time for such use.

64. **HEALTH**

Units must be kept clean and no Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal by-laws or injurious to health or the regulation of the Units or in any way in violation of any laws whatsoever.

65. **EXCLUSIVE USE FIXTURES**

The Owner shall have the right to the use and enjoyment of the exterior taps, exterior lights and electrical outlets adjacent to the Unit and the maintenance, repair and replacement of same shall be the responsibility of the Owner. The Owner shall have the right to the use and enjoyment of his mailbox in the Common Area which corresponds to his Unit number and the maintenance of the same shall be the responsibility of the Corporation.

66. **ELECTRICAL CIRCUITS**

Owners shall not overload electrical circuits.

67. PARKING OF VEHICLES

No part of the Common Property or Managed Property other than a parking area designated by the Board or on the Condominium Plan shall be used for the parking of any motor vehicles except with permission in writing from the Board and in this regard an Owner shall not;

- (a) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, motor homes or equipment to be parked or stored other than in an area designated by the Board;
- (b) keep any private passenger automobile which is not in operating condition and being used from day to day outside his garage, on the Common Property or on the Managed Property;
- (c) obstruct or permit any entry, roadway, walkways or driveways or parking areas to be obstructed by his family, guests or visitors.

68. USE OF EXCLUSIVE USE PROPERTY

The Owner of a Unit has no right to the use of any portion of the Common Property designated or conveyed by the Corporation for the exclusive use of the Owner of any other Unit.

69. SIDEWALKS AND WALKWAYS

The sidewalks, walkways, driveways, passages and parking areas shall not be obstructed by any Owner, his family, guests, tenants, or visitors or used by them for any other purpose other than for ingress to and egress from their respective Units and parking (as to parking stalls) and no Owner shall trespass in any area for which the Owner of another Unit has been granted the right of exclusive use and enjoyment.

70. LANDSCAPING

Owners, their families, guests, tenants, visitors and servants shall not harm, mutilate, destroy, alter or litter any of the landscaping on the Parcel, including grass, trees, shrubs, hedges, flowers or flowerbeds.

71. STRUCTURES ON COMMON PROPERTY

- (a) No building, structure or tent shall be erected, and no trailer or recreational vehicle either with, or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the Common Property except only by the Corporation or with the prior consent of the Board;
- (b) Except as otherwise provided, no part of the Common Property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment.

fences or other barriers, hedges, gardens, vegetation, or for the disposal of rubbish, garbage or waste except by the Corporation.

72. LIABILITY FOR DAMAGE

The Corporation will not be responsible for any damage or loss whatsoever caused to the property or person of an Owner arising from any defect or want of repair of the Common Property, Managed Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to these By-laws, provided however that where the Corporation is required to enter a Unit or the Building on a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit or the Common Property or the Managed 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.

73. AUCTION

No auction sale or other sale shall be held in or about the Condominium without consent in writing of either the Manager or the Board.

74. COMMON EXPENSE

The Common Expenses of the Corporation shall be paid by the Unit owners in proportion to the Unit Factors for their respective Units and, without limiting the generality hereof, include the following:

- (a) All levies or charges on account of garbage removal, electricity, water, gas and fuel services and television antenna or cable services 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;
- (b) Management fees, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
- (c) All the charges on account of cleaning or sweeping of the parking area, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property, Managed Property and all charges on account of maintenance and repairs of the Common Property or Managed Property not designated as an Exclusive Use Area;
- (d) All charges on account of exterior lighting fixtures situated on Common Property or Managed Property charged by the Corporation;

- (e) The cost of furnishings and equipment for use in and about the common elements, including maintenance, materials, tools and supplies;
- (f) The cost of all manner of consultation, professional and servicing assistance required by the Corporation including, without limiting the generality of the foregoing, all legal, accounting and auditing services of the Corporation;
- (g) All charges on account of maintenance and repairs for those portions of a Unit for which the Corporation is responsible under these By-laws or the Party Wall Agreement;
- (h) All costs of furnishings and equipment for use in and about the Common Property, or related amenities including the repair, maintenance or replacement thereof;
- (i) All reserves for repairs and replacement of Common Property, Managed Property and portions of Units or Buildings, the repair or replacement of which is the responsibility of the Corporation;
- (j) All costs of and charges for insurance for which the Corporation is responsible;
- (k) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (l) The cost of maintaining any and all roadways and utility services on the Parcel;
- (m) All costs and expenses whatsoever in respect of any property, real or personal, acquired by the Corporation;
- (n) Maintenance of the exterior walls and other structural parts of the Buildings within the Units;
- (o) All fees and charges of the Insurance Trustee;
- (p) Generally, the amount of all costs and expenses whatsoever, including without limiting the generality of the foregoing, all maintenance and repair costs, financing charges, common expense, unit charges, professional and consulting fees and all utility charges, for or in respect of any Unit owned by the Corporation itself or the Common Property of the Corporation.

75 (a) DEVELOPER'S RIGHTS AND CONSENTS AND ASSURANCES BY THE CORPORATION

- (a) As the Parcel is to be developed in stages, the following shall apply:
- (i) the Developer shall be responsible for keeping and maintaining the unimproved Units free from debris, weeds and any other unsightly matters;
 - (ii) the Corporation is not responsible to provide and service any unimproved Units until completion of construction of a Building thereon by the Developer.
 - (iii) development of the Units, including but not limited to design and construction shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the Developer to permit or assist development until the completion of construction of all Buildings. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;
 - (iv) no Monthly assessments of Common Expenses shall be levied against the Developer as owner of a bare land unit until completion of construction of a Building thereon and such building is ready to be used for residential purposes. Any Condominium Fees assessed for such units will be refunded or cancelled by the Condominium Corporation to the Developer.
- (b) During such time as the Developer is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display Units and to carry on all sales functions it considers necessary from such Units and the Common Property for erecting, placing, hanging, keeping or displaying signs, billboards, advertising materials or marketing notices or displays required in the discretion of the developer. The Developer, its agents and employees shall have the right to enter onto any Unit and access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.

75 (b) REIMBURSEMENT OF COMMON EXPENSES

The Corporation shall reimburse the Developer for any Common Expenses incurred and paid by the Developer and the Developer shall be entitled to set off from any assessments against the Developer as Owner of a Unit, any amount payable by the Corporation to the Developer.

76. ASSESSMENT OF COMMON EXPENSES

- (a) At least thirty (30) days prior to the beginning of each calendar year, the Board, or at its request the Manager, shall estimate the Common Expenses that will be incurred or required in such calendar year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the funds collected in the previous year) which estimate of Common Expenses is hereby called the "Estimated Common Expenses". Each year's Estimated Common Expenses shall be apportioned, levied and assessed to and upon the Owners in proportion to the Unit Factors for their respective Units. The Corporation shall be liable for the amount of any assessment against any Units owned by the Corporation.
- (b) If at any time it appears that the annual assessments or contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special contribution shall be determined and assessed against the Owners in proportion to their Unit Factors. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid;
- (c) The omission of the Board or the Manager, before the expiration of any year, to fix the assessments hereunder for that or any year, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws, or release the Owner or Owners from their obligations to pay the assessments and any instalments fixed for the preceding year shall continue until new assessments are fixed. No Owner can exempt himself from liability for Common Expenses by vacating or abandoning his Unit or otherwise;
- (d) The Treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Property, specifying and itemizing the maintenance and repair expenses of the Common Property and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for

examination by an Owner at convenient business hours on week days;

- (e) Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development until the Developer has sold out and transferred ownership of all of the Units and prior to the second annual general meeting being convened, the following provisions will apply:
 - (i) The Corporation will cause to be prepared an interim statement of anticipated Common Expenses excluding the replacement reserve fund, which may be revised and sent to the Owners every three (3) months;
 - (ii) The Owner or occupier of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following receipt by the Owner or occupier of Notice of Estimated Monthly Assessment, the amount of the estimated monthly assessment towards Common Expenses for which his Unit is responsible;
 - (f) No assessment of Common Expenses shall be levied against the Developer as Owner of a Unit until the completion of construction of a Building thereon which is ready to be used for a residence. Any Common Expenses assessed for such units will be refunded by the Condominium Corporation to the Developer or cancelled.

77. ARREARS IN PAYMENT

In the event any amount payable by an Owner to the Corporation remains due and unpaid for a period of thirty (30) days, the Board, at its option, may accelerate the remaining monthly instalments and payments for the calendar year upon notice to the Owner, and thereupon, all such unpaid and accelerated monthly payments and instalments shall become payable on and as of the date of the said notice. At no time shall there be acceleration of any Unit charges not yet estimated and levied by the Board or the Manager.

78. DEFAULT OF PAYMENTS

The Corporation may take all steps allowed under the Act to collect any payments (including interest on arrears at the Interest Rate) due to the Corporation by the Owner in respect of his Unit or otherwise and the Corporation shall be entitled to recover its costs of collection and enforcement on a solicitor and own client basis. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.

79. INDEMNITY OF DIRECTORS

Every Director and his personal representative and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and expenses whatsoever made, done or permitted by him, as Director, or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonesty, gross neglect or wilful default.

80. DEDUCTIBLE

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

81. INDEMNITY

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

82. PETS

Pets may be kept in a Unit on the following conditions:

- (a) The pet has had the necessary shots to protect it against rabies and distemper;
- (b) The pet must be in the custody of a responsible person and on a leash unless it is in the Unit or on the Owner's Exclusive Use Property and must be carried over any Common Property located within a Building;
- (c) The pet shall not be leashed to shrubbery, flowers or small trees and the Owner shall be responsible for the pick up and disposal of waste;
- (d) The Owner shall be responsible for and pay for any damage or destruction caused by the pet to the Unit, the Common Property and other property of the Corporation;

- (e) The Owner will cause his pet to be debarked or otherwise quietened if so ordered by the Board;
- (f) The Owner of the Unit will pay any penalty (to a maximum of \$50.00 for each breach) imposed by the Board for a breach by the occupier of the Unit of any of the forgoing conditions.

83. USE OF COMMON PROPERTY

- (a) Subject to any rights of exclusive possession, each Owner and permitted occupant of a Unit, and the employees, agents and invitees of each such Owner and permitted occupant, shall have the same non-exclusive rights-of-way over and use of the Common Property in common with the other Owners and permitted occupants and their respective employees, agents and invitees for the purpose of ingress to and egress from the Units and the Corporation shall grant to the Owners and their successors and assigns such easements and licenses as may be necessary to give effect hereto;
- (b) The Developer, its contractors, agents and invitees, shall have the exclusive use of the Common Property for the purpose of constructing and developing the Buildings, including landscaping on a Unit.
- (c) The Corporation shall grant such leases, easements or licenses as may be necessary to give effect to the rights of exclusive use provided for in this By-law and the Board may grant to any Owner any such lease, easement or license permitting that Owner to exercise exclusive possession in respect of any other area or areas of the Common Property not in conflict with the rights of exclusive use previously provided for herein.

84. DEVELOPERS RIGHTS

During such time as the Developer is the Owner of one or more of the Units it shall have the right to maintain all or any of the Units as display Units and carry on such sale functions as it considers necessary from such Units and, to lease any Unit or any part thereof without the consent of or notice to the Corporation or the Board. The Developer, its agents, employees and invitees shall have rights of way over and use of the Common Property:

- (a) for the purpose of marketing the Units and for that purpose to maintain any displays or sales offices as the Developer may require; and
- (b) for the purpose of completing any repairs, deficiencies or inspections to the Buildings or any part thereof and for that purpose shall have access to the Units.

Nothing in these By-laws shall restrict the right of the Developer to install signs on the Common Property or on any Units owned by the Developer relating to the marketing of the Units.

85. USE OF RECREATION AREAS

The Common Property may include recreation areas together with equipment and fixtures located therein, available for the use of Owners and their tenants and invitees. The Board may from time to time make rules and regulations governing the use of recreation areas.

86. SEVERABILITY

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

87. NOTICE OF DEFAULT TO MORTGAGEES

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

ENACTED on October , 2010

1 CONDOMINIUM CORPORATION NO. 082 7079

PER: _____

PER: _____

PER: _____



102368662

102368662 REGISTERED 2010 10 19
CCBL - CHANGE OF BY-LAWS
DOC 1 OF 2 DRR#: D074D58 ADR/LHOWSE
LINC/S: 0033438201