

DEER VALLEY GARDENS
CONDOMINIUM CORPORATION NO. 082 7079

1. DEFINITION AND INTERPRETATION

These By-laws have been enacted by Condominium Corporation No. 082 0709 to replace the By-laws set out in the schedule to Condominium Property Act, being Chapter C-22 of the revised Statutes of Alberta, 2000, and amendments thereto, including those statutory bylaws provided for in Schedule 4 the Condominium Property Regulation of Alberta. The following definitions shall apply to all parts of the 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 purpose 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 but will be required within a thirty (30) year period or a time period longer than 30 years;
- (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 this 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 the Unit (including the cost of any maintenance, repairs, servicing, rebuilding done by the Condominium Corporation to any improvement upon the 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) "Contribution" shall have the meaning as defined in the Act and may be referred to herein as "assessments" or "Condominium Fee";
- (k) "Corporation" means the corporation constituted under the Act by registration of the Condominium Plan;

- (l) "Directors" means duly elected members of the Board;
- (m) "Exclusive Use Property" means any portion of the Common Property or Managed Property to which an Owner has been granted the right of exclusive use and enjoyment in accordance with these By-laws, including the yard, front drive way and front porch areas associated with each Unit;
- (n) "Insurance Trustee" 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 Eighteen (18%) 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, unfenced back yard areas 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 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) "Ordinary Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by the Act or the By-laws; or
 - (ii) signed by a majority of all the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or the By-laws and representing more than 50% of the total Unit Factors for all the Units;
- (u) "Owner" means a Person who is registered as the Owner of the fee simple estate in a Unit;
- (v) "Parcel" means the land comprised in the Condominium Plan;
- (w) "Party Wall Agreement" means the Restrictive Covenant, Easement, Encroachment and Party Wall Agreement registered against the title to the Units and which provide certain restrictions, rights and assessments, on the use and occupation of the Units;
- (x) "Person" means an individual, a corporation or other legal entity and the heirs, executors, administrators or other legal representatives of a Person;
- (y) "Regulation" means the Condominium Property Regulation, Alta Reg 168/2000, as amended, and any other regulation or regulations which may be passed in substitution therefor or replacement thereof;

- (z) "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 Unit;
- (aa) "Standard Insurable Unit Description" means the description of the standard fixtures and finishings of a typical Unit, being the items the Corporation's insurance is to cover, as determined by the Corporation from time to time and as required by the Regulation;
- (bb) "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;
- (cc) "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 therefore or replacement thereof, unless the context otherwise requires.

These By-laws are to be read with all changes of numbers 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 the Unit and Building thereon for the purpose of inspecting the Unit and the Managed Property and completing miscellaneous repairs, 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 in 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 this 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 or yard areas, including, without limitation, the following:
 - (i) keep the front and fenced or enclosed back yard areas and any flower beds associated with the Unit, if any, in a neat, trim, clean, and well-groomed condition and in a generally well-cared for state. Without limiting the generality of the foregoing, Owners shall mow, weed, prune, and maintain in a well-kept manner, and replace as necessary, the lawn, any plants, shrubs, shrub beds, rock beds, trees in the front yard area as well as Owner's Exclusive Use Property, as well as watering the front and back lawn areas. For clarity, Owners shall be responsible for watering and pruning all trees in his or her Exclusive Use Property and shall not be responsible for maintaining or mowing any back yard areas in the Unit that are not fenced or enclosed;
 - (ii) ensuring the grading is properly maintained in their yard area;
 - (iii) repair, replacement, maintenance and upkeep of patios, decks, deck railings, and deck steps attached or adjacent to the Building, including snow removal, staining and/or painting. The colour of paint or stain to be used must be approved by the Board prior to the Owner commencing work. Owners shall not replace, modify or extend their patio or deck without the prior written approval of the Board;
 - (iv) remove snow from the driveway, front steps and porch associated with each Unit;
 - (v) general maintenance and upkeep of the interior of the fence, posts, and gate enclosing their yard, if any, including staining and/or painting. The colour of paint or stain to be used must be approved by the Board prior to the Owner commencing work;

but excluding outer boundaries, walls and other outside services including roofs, eaves troughs and 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 as provided herein 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, the following:
 - (i) windows, garage doors, any overhead garage door hardware, interior garage door components (including motor, spring and door openers/fobs), exterior doors, interior

- doors and exterior screen doors in the Building as well as exterior door caulking and weatherproofing and weather stripping, window wells, as well as any broken window or door glass and the cleaning of the window glass. For greater clarity, Owners shall also be responsible for the repair or replacement of any broken garage door, exterior door or window caused by the acts of the Owner or their occupants or guests. The replacement of any doors or windows by an Owner shall conform to the design and color of the current doors and windows to ensure consistency and conformity of the Units in the Condominium and the model, specifications, color and contractor used to install the same must be approved by the Board prior to the Owner commencing work;
- (ii) door and window hardware, door passage sets and locks, front door hardware (including doorbells, knobs, locks and keys), exterior water taps, hose bibs, exterior light fixtures and replacing light bulbs in exterior light fixtures, all such items if replaced shall to be to the color, make, model or standard set by the Board from time to time to ensure consistency and conformity of the Units in the Condominium;
 - (iii) all furnishings, fixtures and improvements to the interior of the Building and the interior surfaces of all walls, ceilings, floors;
 - (iv) the furnace, hot water tank, air-conditioner, thermostats, smoke detectors, water shut off valves, and sump pump located in the 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 unless 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 occupants 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 that 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 to 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 the 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 the

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 tenants;

- (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 the 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 sum to the Corporation and the amount so paid shall constitute rent paid to the Owner by the tenant;
- (l) Deposit with the Corporation, or its agent, a recurring preauthorized secure payment process that is approved or prescribed by the Board or 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;
- (m) indemnify the Corporation and pay to the Corporation any costs incurred including legal costs on a solicitor and their own client full indemnity basis, management expenses and fees as a result of any action taken by or on behalf of the Corporation, whether by suit or otherwise, against the Owner or an occupant to enforce any By-laws of the Corporation or to collect any Common Expenses or any other Contributions, costs or monetary sanctions levied or assessed against their Unit. Such legal costs and other costs incurred by the Corporation shall be charged, together with Interest, against the Owner as a Contribution.

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 structural, exterior and land for the time being existing in the Common Property and utility families located in the Common Property 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 the 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, except otherwise specifically made the responsibility of the Owner as provided in By-law 3;
- (h) Except as otherwise specifically provided in these By-laws, maintain or repair the Common Property including any lawn, trees, fencing which is located on any part of the Common Property. For greater clarity the Owners shall maintain or repair the lawn, trees, landscaping, decks and fencing located in the Managed Property for their Units, other than the non-fenced back yard areas. Notwithstanding the foregoing, the Corporation, may at its sole option, elect to replace all perimeter fences (if any) separating Units at the Corporation's cost, but unless so elected, the replacement of fences between Units and between the Units and Common Property shall be the responsibility and expense of the Owners. If any perimeter fences are constructed after the passing of these By-laws which enclose a Unit's back yard area, the Owner of such Unit shall become responsible for maintaining and mowing such enclosed back yard area;
- (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 all 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 Corporation documents and information as required, and for such time periods as mandated by the Act and Regulation, including, without limitation, Section 44.2 of the Act and Schedule 3 of the Regulation;
- (n) Obtain one or more fidelity bonds or insurance policies sufficient to cover losses directly caused by the fraudulent and dishonest acts of a member of the Board, the Manager or by any employee who handles the Corporation's money. Such policy must provide coverage for an amount that is at least the sum of the Capital Replacement Reserve Fund balance plus the operating account balance as at the start of the Corporation's current fiscal year. Such bond and /or insurance shall be reviewed by the Board at least once every 2 years and updated in coverage, as required;

- (o) Cause to be prepared for each fiscal year of the Corporation, annual financial statements, prepared in accordance with generally accepted accounting principles. Such financial statements shall be audited if required by Ordinary Resolution of the Corporation;
- (p) Cause to be prepared an operating budget for the forthcoming fiscal year of the Corporation, which shall be provided to each Owner and Mortgagee (who has notified its interest to the Corporation) at least 30 days before the start of such fiscal year. If the Corporation revises the budget, it shall provide a copy of the revised budget to the Owners and Mortgagees as soon as possible;
- (q) Distribute to each Owner and Mortgagee (who has notified the Corporation of its interests), at least 14 days prior to each annual general meeting, copies of the following: annual financial statements, annual reserve fund report, and the annual budget;
- (r) Distribute within 60 days after an annual general meeting, to each Owner and Mortgagee (who has notified the Corporation of its interests) a copy of the draft minutes of the annual general meeting (or approved minutes, if available).

5. **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 the 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 exercises of its powers provided that the Corporation shall not borrow in excess of 15% of the Corporation's revenues as set out in the most recent financial statements on any single occasion or incur aggregate indebtedness at any time exceeding 15% of the Corporation's revenues as set out in the most recent financial statements without such borrowing or incurring of debt being approved by Ordinary Resolution of the Persons entitled to vote at meetings of the Corporation;
- (e) Issue a statement to a lender, or a prospective lender, attesting to the Corporation's maximum permitted borrowing amount, as of the date of such statement and the remaining permitted borrowing amount, based on current Corporate indebtedness;
- (f) 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;
- (g) Invest as it may determine any monies in the fund for administrative expenses, to the extent permitted by law and subject to the restrictions set forth in Section 43 of the Act and Schedule 2 of the Regulation;

- (h) 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;
- (i) 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;
- (j) Appoint an auditor or auditors who may be an Owner or Owners;
- (k) Collect by monthly instalments all monies payable by the Owners to the Corporation pursuant to these By-laws or otherwise;
- (l) 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 Section 36 of the Act (or any provision passed in substitution therefore);
 - (ii) impose, collect and deal with damage deposits under Section 53 of the Act (or any provision passed in substitution therefore) provided that damage deposits required shall not exceed the maximum amounts prescribed in the Act and Regulation (currently the greater of \$1,000 or one month's rent charged for the Unit);
 - (iii) give notices to give up possession of Units pursuant to Section 54 and make application to the court under Section 55 and 56 of the Act (or any provisions passed in substitution for the said sections);
- (m) 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. Such rules must be passed by a clear majority of the Board. The Board shall provide written notice to all Owners and occupants of those rules at least 30 days before such rules come into effect as required by the Regulation. The Board may impose non-monetary sanctions against Owners or occupants that violate such rules as it deems appropriate but cannot impose monetary sanctions. Subject to the Regulation, the Board may pass emergency rules that come in to effect immediately upon notice being provided to the Owners and occupants as required to address safety and security concerns provided that such rules will cease to have effect upon once the safety concern is resolved. Any rule established by the Board may be amended or repealed by an Ordinary Resolution.

6. THE BOARD OF DIRECTORS

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

- (a) The size of the Board shall be determined in the following manner:
 - (i) Not less than three (3) nor more than seven (7) individual shall be elected in the following manner at the first annual general meeting held after the passing of these By-laws:

- 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;
- (ii) Where there are no Mortgagees 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 delegate;
- (b) Ownership of the 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 the Unit has more than one Owner, only one such Owner may sit on the Board at any one time;
 - (ii) no more than two Mortgagees 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 sixty (60) 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. Voters may vote for fewer nominees than the vacancies available but may only vote once per nominee. Where the number of nominees is equal to or less than the number of vacancies on the Board, the nominees are elected by acclamation, and no voting is required.

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 they:
 - (i) becomes insolvent or remains more than sixty (60) 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 is the subject of a certificate of incapacity issued under the Mental Health Act or an order of guardianship or trusteeship under the Adult Guardianship and Trusteeship Act or any act passed in substitution therefor, or dies;
 - (iii) resigned his office in writing, under his hand, served upon the Corporation;
 - (iv) is convicted of an indictable offence for which the member is liable to imprisonment for a term of not less than 2 years;

- (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 the vacated;
- (vi) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;
- (vii) 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 an equivalent of the 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 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, provided that all monies shall be deposited within three (3) banking days of receipt. 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 the receipts and disbursements to the Board whenever requested, and shall require 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.
- (g) The Secretary or Treasurer may, on resolution of the Board, allow the Manager to carry out their duties provided that the Secretary or Treasurer, as the case may be, supervises those duties of the Manager.

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/ MEETINGS OF THE BOARD

- (a) A resolution of the Board in writing signed by or agreed to by electronic mail (email) by a majority of the members of the Board shall have the same effect as a resolution passed at a meeting of the Board duly convened and held. Such resolution may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (PDF) or faxed form.
- (b) All meetings of the Board shall be held in the Municipality except for meetings held or attendances via electronic means pursuant to By-law 35. Members of the Board participating in a meeting by electronic means, as defined in By-law 35, or other communication facilities as determined by the Board from time to time, are deemed to be present at the meeting.
- (c) All meetings called in good faith by the Board and all business conducted at such meetings are valid, notwithstanding that there was some defect in the calling of the meeting, the procedure at the meeting, the appointment or continuance in office of any Board member or other such procedural irregularities. Such irregularities shall not render the meeting or business invalid but rather the meeting and the business conducted at the meeting shall be as valid as if the defect had not occurred.

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 seals affixed, provided come, 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 fixing 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 not calling the meeting;
- (b) Employ for and on the half of the Corporation such agents and servants as it sees fit in connection with the control, management and administration of the Common Property, Managed 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, or any of its powers and duties (other than those provided for in By-laws 5.(a) through 5.(j) inclusive) to a Person;
- (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 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, up to the maximum amounts prescribed by the Regulation (currently \$200.00 for an estoppel certificate, \$100.00 for an information statement, and for any other document a charge of either \$10.00 where the document is provided electronically or does not exceed 40 pages, or if such document exceeds 40 pages and is provided in paper format, a charge of \$0.25 per page) plus any permitted rush fee, if applicable.

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 accounts 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 provided to any Mortgagee who makes specific request therefore copies of all minutes and all meetings of the Corporation and the Board;
- (f) On application of the Owner or Mortgagees, or any Persons 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 Owner's obligation 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 by the Act and Regulation (including s. 20.52 of the Regulation), within 10 days after receiving that request, which may be provided in electronic form unless the person requesting the information or documents specifically requests that they be provided in paper form;
- (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 Corporation and general meeting shall be conducted according to preliminary rules of procedure.

18. GENERAL MEETINGS OTHER THAN AN ANNUAL GENERAL MEETING

The Board may whenever it thinks fit, and shall upon requisition in writing made by Persons entitled to vote representing Fifteen (15%) percent of the total Unit Factors for Units, convene a general meeting. Such meeting shall be held within thirty (30) days upon the Board's receipt of request.

19. NOTICE OF MEETINGS

Fourteen (14) days' notice of every general meeting specifying the place, date and hour of the meeting, agenda for the meeting, and in the case of special business, the proposed wording of any resolution to be put forward for a vote and the general nature of the business shall be given to all Owners and Mortgagees who have notified their interest in the Corporation, but accidental

omission to give that notice to any Owner or Mortgagee does not invalidate any proceedings at any such meetings and provided further that notice of any meeting may be waived by the Owner or Mortgagee 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 meetings 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 meeting 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 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 show of hands.

24. TAKING A POLL

A poll, if demanded, shall be taken in such manner as the Chairman think 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 the vote is taken by show of hands, each Unit entitled to vote has one vote. Co-owners of a Unit only have one vote between them;
- (b) If the vote is taken by poll, the number votes that a Person may cast shall correspond to the Unit Factors for the respective Unit represented by that Person;
- (c) Except for those matters requiring a Special Resolution, all matters shall be determined by a simple majority vote.

27. MATTER 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

Every Owner or Mortgagee entitled to vote at a meeting of the Corporation may appoint a proxy, who need not be an Owner or Mortgagee, to attend and act at any such meeting, in the same manner, to the same extent and with the same powers as if the Owner or Mortgagee were present at the meeting. The individual appointed as the proxy must meet the eligibility requirements of the Act and Regulation, including, without limitation, Section 31.2.

The form of proxy must be in writing (in hard copy or electronic format) and comply with the requirements of the Act and Regulation. The proxy form shall include the name and unit number of the Owner or Mortgagee giving the proxy, the name of the individual to whom the proxy is given, the date the proxy is given, and the signature of the Owner or Mortgagee giving the proxy, or in the case of an Owner or Mortgagee that is not an individual, the signature of a person authorized to sign for that Owner or Mortgagee.

A proxy shall expire on the earliest of:

- (a) the expiry date set out on the proxy;
- (b) 6 months from the date on which the proxy was given; or

- (c) the date on which the person who gave the proxy ceases to be an Owner or Mortgagee of the Unit in respect of which the proxy was given.

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) Neither an Owner nor a Mortgagee is entitled to exercise the power of voting where:
 - (i) any Contribution payable in respect of the Owner's Unit, or
 - (ii) any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property,is in arrears for more than 30 days prior to the day that the power of voting may be exercised.

30. VOTE BY CO-OWNERS

If the 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;
- (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; and
- (c) If the Co-Owners (or their proxy's) do not agree on the vote, then they may demand a poll vote and then each Co-Owner's vote and associated Unit Factor votes are to be divided among the Co-Owners on the basis of their respective ownership shares in the Unit.

31. VOTE WITH SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands, or poll, and this By-law is applicable whether by the Act the Special 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. RECORDS OF VOTES IN MEETING MINUTES

The results of any vote held at a general meeting must be recorded in the minutes of such meeting as follows:

- (a) for a Special Resolution, the minutes must include the number of votes in respect of persons entitled to vote, who voted in favour of, and opposed to, the Special Resolution along with the Unit Factors represented by such persons;
- (b) for an Ordinary Resolution voted on by a show of hands, the minutes must include the results of the vote;
- (c) for an Ordinary Resolution voted on by a poll vote, the minutes must include the number of persons entitled to exercise the power of voting who voted in favour of, or opposed to, the resolution along with the number of Unit Factors represented by such persons voting in favour of, or opposed to the resolution;
- (d) for an election of Board members determined by a vote, the minutes must include the number of votes in favour of each candidate.

34. SIGNED RESOLUTION

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

Any written resolution may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (i.e. PDF, TIF, jpeg) or faxed form.

35. ELECTRONIC VOTING AT MEETINGS OF THE BOARD OR CORPORATION

- (a) Definitions
 - (i) For this By-law 35, “Electronic Means” shall have the meaning as defined in the Act.
- (b) Meetings of Board of Corporation
 - (i) At any meeting of the Board or Corporation, voting may, at the sole and unfettered discretion of the Board, be conducted by Electronic Means or as otherwise determined by the Board from time to time.
 - (ii) Evidence of the votes shall be retained by the Corporation for 3 years or in accordance with the *Act* and *Regulation*.
 - (iii) Meetings that are not held entirely by Electronic Means shall be held in the Municipality unless an Ordinary Resolution to hold the meetings in another location is passed at a meeting of the Corporation.

36. 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 Section 43.2 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.

37. CAPITAL REPLACEMENT RESERVE FUND

- (a) The Board shall have a qualified reserve fund study provider carry out a reserve fund study and prepare a reserve fund study report for the Corporation at least once every 5 years, or more frequently if the actual expenditures differ greatly from those of the existing reserve fund plan.
- (b) The Board shall establish and maintain a Capital Replacement Reserve Fund for the Common Property and Managed Property subject to the provision that funds shall not be taken from the Capital Replacement Reserve Fund for the purpose of making capital improvements unless:
 - (i) the removal of funds for the purpose is authorized by a Special Resolution or is necessary to maintain the Corporation's property, Managed Property and Common Property in order to comply with health, building and maintenance and occupancy standards as required by law; and
 - (ii) after the removal of funds pursuant to the Special Resolution, there are sufficient funds remaining in the Capital Replacement Reserve Fund to meet its requirements as set out in By-law 1.(e);
- (c) Funds from the Capital Replacement Reserve Fund may be used to pay for a reserve fund study and reserve fund report required by the Regulation and any other report prepared by an expert examining the condition of the real and personal property of the Corporation and the Common Property and Managed Property.
- (d) The Board must, for each fiscal year, prepare and submit to the Owners at least 14 days before each annual general meeting an annual report respecting the Capital Replacement Reserve Fund setting out at least the following:
 - (i) the amount of the Capital Replacement Reserve Fund as of the last day of the immediately preceding fiscal year;
 - (ii) all the payments made into and out of the Capital Replacement Reserve Fund for that year and the sources and uses of those payments;
 - (iii) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
 - (iv) the amount of the Capital Replacement Reserve Fund projected for the current fiscal year;
 - (v) total payments by Ordinary Resolution or Special Resolution into, and payments out of, the Capital Replacement Reserve Fund for the current fiscal year; and
 - (vi) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements.

38. 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.

39. VIOLATION OF BY-LAWS

The Corporation may:

- (a) cause a notice of proposed sanction to be delivered to the Unit of such Owner or tenant if the Board determines that a breach of a By-law or rule is occurring by an Owner, tenant or invitees of the Owner or tenant, and the Board passes a resolution for issuing the same. The notice shall specify all the information as required in Section 73.7 of the Regulation, including, without limitation, the nature and particulars of the breach, the By-law provision or rule that has not been complied with, a reasonable time within which the breach is to be rectified (which must be at least 3 days), and the proposed monetary or non-monetary sanction, if any, should the breach not be rectified within the time permitted. In the event the breach is not rectified within the time permitted, the Corporation can proceed with imposing the monetary sanction previously indicated in the original notice by issuing a notice of sanction to the Owner or tenant, as the case may be, such notice of sanction to include all the information required in accordance with the Regulation, including, without limitation, Section 73.7(6);
- (b) impose a monetary sanction for a for a breach of these By-laws of up to a maximum of \$500.00 for the first violation and a maximum of \$1,000.00 for the second and all subsequent violations. For a breach of a rule the Board may impose such non-monetary sanctions as it deems fit. Any monetary sanction imposed must be paid within 30 days upon the Board sending written notice of such monetary sanction and thereafter any unpaid amounts will bear interest at the Interest Rate from the date the monetary sanction was due until paid in full. Each week that an owner, tenant or other person residing in or on a Unit contravenes these By-laws shall be considered a separate contravention, provided that the maximum monetary sanction to be imposed for any continuing non-compliance with these Bylaws shall not exceed the maximums provided for in the Regulation;
- (c) correct, remedy or cure any infractions or violation of 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 Contribution and 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;
- (d) 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 judgement, all costs of such action including costs as between solicitor and client on a full indemnity basis, such costs do be charged to the Owner as a Contribution. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding from the enforcement and protection of his rights and the exercise of his remedies;

- (e) exercise the powers provided for in Section 35 of the Act.

40. 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 is 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 leaving same at the Unit, or by ordinary mail or recorded 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, the address of such Owner as recorded at the Land Titles Office (or to such other address as provided by the Owner, in writing, to the Corporation) or in the alternative at any electronic address, where such Owner has requested and consented to receive communications by electronic means; 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 Mortgagee or at the office in the Province of Alberta at which mortgage funds are payable or by forwarding the same by fully prepaid registered mail to any other municipal address of which Mortgagee 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 format the Land Titles Office. A Mortgagee 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 as follows:

- (a) immediately upon personal service;
- (b) on the date on which acknowledgment of receipt of registered mail is signed;
- (c) 7 days after the date on which the document is sent by ordinary mail; or
- (d) 24 hours after the document is left at the Unit or sent by electronic means.

provided however, that if there shall be interruption of mail service, the mailed notice shall not be deemed to have been received until the seventh (7th) day following restoration of normal mail service.

41. 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 of the Units, and on all the insurable Common Property and all the insurable Common Property and all the insurable real and Personal property of the Corporation, which coverage provides for the settlement to the full replacement value thereof, without deduction for depreciation. For greater certainty, in regards to insuring the Units, the Corporation's insurance shall cover each Unit for the Standard Insurable Unit Description fixtures and finishings and will not be required to insure betterments, improvements, upgrades, personal property, or property brought into or installed in the Unit by current or previous Owners or occupants whether or not installed by the developer. Without restricting the generality of the foregoing 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 permanent fixtures comprising the Common Property 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 conditions 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 of 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 of 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 increase at its discretion;
- (e) The Corporation shall provide all Owners with notification of all changes to the insurance policies maintained by Corporation as required under Section 48 of the Act, as well as those additional insurance matters and documents as prescribed in the Regulation including Section 62.1.

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 is permitted by the Act or as otherwise permitted by law. Each Owner must obtain and maintain the following insurance:

- (i) "All Risks" (as generally understood in the insurance business) property insurance, including coverage for water damage, for all betterments, upgrades and improvements to the Unit and Building, all items beyond the Standard Insurable Unit Description, and all personal property of the Owner or occupants within the Unit;
- (ii) coverage for the Corporation's insurance deductible, to cover the assessment of a deductible under the Corporation's insurance policy against the Owner as a Contribution as contemplated in these By-laws and the Regulation; and
- (iii) If a Unit is rented, then the Unit Owner is responsible to ensure that a tenant insurance policy is in place and the Owner of such Unit must maintain rental interruption insurance.

Upon request, the Owner must provide confirmation of insurance coverage to the Board, including a binder letter and a certificate of insurance from their insurance provider evidencing the Corporation as a certificate holder.

42. 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.

43. OWNERS 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 any Unit (whether an Owner or not) or the family of such an occupier.

44. SINGLE FAMILY RESIDENCE

Subject to By-law 45, each Unit shall be occupied only as a Single Family Residence by the Owner, his tenants or authorize 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.

No Owner or occupant shall rent, lease or grant any license of occupation for their Unit or permit the renting, leasing or granting of any license of occupation for their Unit for a short term or temporary rental. For greater clarity a short term rental is anything less than a month to month rental agreement or any rental shorter than 28 consecutive days.

45. COMMERCIAL USE OF UNIT

No Unit shall be used in whole or in part 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. CANNABIS, TOBACCO AND VAPING RESTRICTIONS

(a) DEFINITIONS

In this By-law 46 the following definitions apply:

- (i) "cannabis" and "cannabis plant" have the meanings given to them in the Cannabis Act (Canada);
- (ii) "grow cannabis" includes without limitation growing cannabis plants using hydroponics or aeroponics;
- (iii) "smoking cannabis" means inhaling or exhaling the smoke produced by lit cannabis or holding or otherwise having control of lit cannabis or any device or thing that contains lit cannabis;
- (iv) "smoking tobacco" means inhaling or exhaling the smoke produced by lit tobacco product or holding or otherwise having control of lit tobacco product or any device or thing that contains lit tobacco product;
- (v) "tobacco product" means a product manufactured from tobacco including but not limited to a cigarette or a cigar;
- (vi) "vaping cannabis" means inhaling or exhaling the vapour, emissions or aerosol produced by, or holding or otherwise having control of, an electronic cigarette, e-cigarette, vapourizer cigarette, personal vapourizer, or similar device containing cannabis; and
- (vii) "vaping tobacco" means inhaling or exhaling the vapour, emissions or aerosol produced by, or holding or otherwise having control of, an electronic cigarette, e-cigarette, vapourizer cigarette, personal vapourizer, electronic nicotine delivery system, or similar device containing tobacco product.

(b) RESTRICTIONS ON CANNABIS, TOBACCO AND VAPING

- (i) No Owner, occupant, tenant or their respective guests, invitees, visitors or licensees shall:
 - a. Possess cannabis in excess of the amounts permitted under the Cannabis Act (Canada);
 - b. Sell or distribute cannabis from a Unit or anywhere else within the Parcel;
 - c. Grow any amount of cannabis within the Building that would exceed the maximum amount allowable for personal recreational growth and consumption under the Cannabis Act (Canada). Notwithstanding the foregoing, use of any hydroponic equipment for growing cannabis or other items within a Building is strictly prohibited;
 - d. Contravene any provisions of the Cannabis Act (Canada) in the Unit or anywhere else within the Parcel;
 - e. Smoke or vape any illegal or illicit substance;
 - f. Permit any cannabis or tobacco smoke or odour to emanate from a Unit into any other Unit, whether adjacent or not, or otherwise cause a nuisance.
- (ii) Smoking tobacco, smoking cannabis, vaping tobacco, and vaping cannabis are prohibited on the Common Property.
- (iii) Smoking tobacco, smoking cannabis, vaping tobacco, and vaping cannabis inside a Unit or on the Exclusive Use Property is permitted so long as it does not become a nuisance to other Owners or occupants.
- (c) Owners and occupants and their guests who are permitted to smoke under these By-laws shall ensure:
 - (i) all butts, ash and debris must be put in an ashtray or similar non-combustible container and shall not be put in a plant pot or other combustible container due to the risk of fire; and
 - (ii) no butts or ash or other smoking debris are to be tossed or swept from any deck, patio or otherwise left or disposed of on the Managed Property or Common Property, including any Exclusive Use Property.

47. 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 the same extent as they would be if they were a Contribution or Common Expense charges assessed upon 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 are damaged as of 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 repairs 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 a Contribution or Common Expenses assessed upon his Unit.

48. COMMON PROPERTY ALTERATION

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

49. 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 any property herein or obstruct or interfere with the rights of any 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.

50. DECORATING

No portion of the Common Property or Managed 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.

51. WATER

Water shall not be left running unless in actual use in any Unit and all taps, washers and shut-off valves shall be kept in good repair. Water must be turned off in vacant Units.

52. PLUMBING

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

53. COMBUSTIBLE MATERIALS

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

54. SIGNS

No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the Unit without the written consent of the Board first being obtained; provided, however, that the foregoing shall not 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).

55. 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 prosperity of the other Owners or occupants in the Corporation, and the Owner or occupant of the Unit so entered shall save harmless the Corporation, its agents and employees from any claims or damage arising from such force entry.

56. 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.

57. LAUNDRY

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

58. AWNINGS

No awning or shade shall be erected over the outside of the windows or secured to the exterior structure of the Building nor shall any article be hung or placed on any outside window sills of the Building.

59. APPEARANCE OF UNITS

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

60. GARBAGE

At no time shall mops, brooms, rugs and so forth be cleaned out of the window. Owners shall tightly wrap, tie and containerize their garbage and shall deal with and locate garbage in 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 in respect to trash equipment:

- (a) garbage and recycling shall be placed outside on the curb the day before scheduled pick up and not earlier. If garbage and recycling is missed by the garbage collectors, for whatever reason, it is the Owner's or occupant's responsibility to remove their garbage and recycling from the curbside and may only put it out the day before the next garbage collection date;
- (b) garbage and recycling bins and bags shall be kept at the side of or in the garage associated with each Unit and bins, bags or loose garbage and recycling shall not be stored on the front steps, decks or in the yards;
- (c) 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;
- (d) 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;
- (e) vacuum cleaner bags must be wrapped in a securely tied bag or package and then placed in the appropriate area for pickup;
- (f) hazardous waste, construction materials, bulky items, furniture, mattresses, appliances and electronics and large or oversized items that do not fit in the garbage bins must be taken by the Owner to the municipal dump or other such facility for the collection or disposal of such items. Any Owner or occupant caught dumping or leaving items not permitted in the garbage bins shall be responsible for and charged any costs incurred by the Corporation in disposing of such items, plus a 15% administration charge and interest at the Interest Rate as a Contribution against their Unit.

61. 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 and 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. In any event, all Owners, their families, guests, tenants, visitors and servants shall comply at all times with the noise control provisions provided for in the bylaws of the City of Leduc, and no terms contained herein shall prevent any person,

including, but not limited to, members of the Board or any other Unit Owners, their families, guests, visitors and persons having business with them, from seeking enforcement of the bylaws of the City of Leduc, including, but not limited to, noise complaints to the municipal authorities.

62. PRIVACY

No Owner shall trespass or permit any occupant of his Unit to trespass on any part of the Parcel, Managed Property 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, maintaining 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 Mortgagee's 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 the Corporation.

63. 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 vegetable garden on or which overhangs any part of the Common Property or Managed Property without the prior written consent of the Board or the Manager.

64. 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.

65. 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. Units must be kept clean and in good order and free of insects, vermin or other and biohazardous material. No Owner, tenant or occupant shall render a Building unfit for human habitation. In the event of a breach of this By-law the Corporation may rectify such breach, the costs incurred in doing so shall be charged back to the Owner as a Contribution.

66. 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 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 risk the responsibility of the Corporation.

67. ELECTRICAL CIRCUITS

Owner shall not overload electrical circuits.

68. PARKING AND DRIVING OF VEHICLES

- (a) No part of the Common Property or Managed Property other than parking area designated by the Board or on the Condominium Plan shall be used for the parking of any motor vehicle except with permission in writing from the Board and in this regard and Owner shall not:
 - (i) 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;
 - (ii) 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;
 - (iii) obstruct or permit any entry, roadway, walkways or driveways or parking areas to be obstructed by his family, guests or visitors.
- (b) A visitor may only park their motor vehicle in a stall designated by the Board for such visitor parking and in compliance with any rules and regulations established by the Board for such visitor parking. A visitor may only use a visitor parking stall for a maximum of 24 consecutive hours at a time, unless otherwise consented to by the Board. No Owner, occupant or tenant shall use the visitor parking stalls, unless consented to by the Board.
- (c) Owners, visitors and guests are expected to adhere to the posted speed limits within the Parcel. For clarity, the speeds should decrease to 10 km/h upon entering the Parcel.
- (d) It is the Owners' responsibility to ensure that their tenants, guests and visitors are made aware of and are adhering to the applicable speed limits on the Parcel.
- (e) All Owners, tenants and occupants shall maintain and adhere to proper road use as prescribed by the municipal or provincial authorities for both personal and off-road vehicles when on the Parcel.

69. 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.

Owners and occupants shall not plant garden beds containing flowers and/or vegetables within their Exclusive Use Property or build fences, create raised flower or vegetable beds, plant or remove trees shrubs or other landscaping, install patio stones or similar items, modify, alter or enclose their deck or patio, do anything which would alter or modify the grading around the

Building, or otherwise alter or modify their Exclusive Use Property without the written permission of the Board.

70. DRIVEWAYS

The 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 the 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.

71. 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.

72. BARBEQUES

- (a) A barbeque or similar cooking or heating device may only be fueled by electricity or propane. Barbeques or similar cooking or heating devices that are fueled by natural gas, charcoal, wood or any similar solid fuel are prohibited. Any barbeque or similar cooking or heating device must be kept and used as far away from the Building as practicable.
- (b) A maximum of two 20 pound propane cylinders or tanks can be kept on any balcony, deck, yard or patio. Propane cylinders or tanks are not to be stored within a Unit or Building.
- (c) No Owner or occupant shall install or build a firepit in their Exclusive Use Property back yard or anywhere else on the Parcel. Any existing firepits shall be removed and the grassed area where the firepit was located shall be repaired at the Owner's sole cost. The Board may remove or cause to be removed any existing or newly installed firepits, and the Owner or occupant shall be held liable for the cost of removal and restoration of the grassed area, and such cost will be charged to the Owner as a Contribution.
- (d) Owners and occupants may have a propane fueled fire table or fire bowl, provided they receive the prior written consent of the Board. Any fire table or fire bowl must comply with the local fire code, municipal bylaws, and any other rules put in place by the Board regarding the same.
- (e) The Board may ask for the removal of and if such request is not complied with, the Board may remove, any barbeque, firepit, fire table, fire bowl, cooking or heating device which it deems, in its sole discretion, to be unsafe.
- (f) The Owner shall be held responsible for any damage to the exterior of the Building or Common Property due to the use or storage of a barbeque, fire table, fire bowl, cooking or heating device in their Exclusive Use Property. If damage occurs, Owner and occupant will be held liable for the cost of cleaning and/or repairs and such cost will be charged to the Owner as a Contribution.

73. 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.

74. 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 Matter Property, the Corporation and 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.

75. AUCTION

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

76. COMMON EXPENSES

The Common Expenses of the Corporation shall be paid by the Unit Owner 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 applied 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 Property;

- (d) All charges on account of exterior lighting fixtures situated on Common Property or Managed Property charged by the Corporation;
- (e) The costs of furnishing 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 building within the Unit;
- (o) All fees and charges of Insurance Trustees;
- (p) Generally, the amount of and costs and expenses whatsoever, including without limiting the generality of the foregoing, all maintenance and repair costs, financing charges, professional 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; and
- (q) all obligations of the Corporation or the Board created by the Act, the Regulation or these By-laws.

77. 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 the respective Units. Units owned by the

Corporation, if any, are not assessable for Common Expenses and shall be deemed to have zero Unit Factors for the purposes of allocating Common Expenses;

- (b) If at any time it appears that the annual assessments or Contributions toward the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect the special levy or Contributions against each Unit in an amount sufficient to cover the additional anticipated Common Expenses and the types of shortfalls and expenses as s permitted in the Act and Regulation. Any resolution of the Board to assess a special levy shall be done in accordance with the requirements of the Act including, without limitation, Section 39.1. The Corporation shall, as soon as possible after the Board has passed a resolution issuing a special levy, give notice of such further special levy or assessment to all Owners which shall include a written statement setting out the reasons and purpose for the assessment, the total amount of the special levy, the method used to determine each Unit's share of the special levy, the amount of the Unit Owner's share of the special levy, and the date by which the special levy is to be paid (or, if the special levy is payable in instalments, the dates by which the instalments are to be paid), 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 levy or Contribution shall be determined and assessed against the Owners in proportion to their Unit Factors. All such special levy or Contribution shall be paid 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 or 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 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 payment involved shall be available for examination by an Owner at convenient business hours on weekdays.

78. 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 payments and payments for the calendar year upon notice of the Owner, and thereupon, all such unpaid and accelerated monthly payments and instalment 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.

79. DEFAULT OF PAYMENTS

- (a) 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 full indemnity basis. Nothing herein shall restrict or abrogate any rights or remedies given to the Corporation by or under the Act.
- (b) Interest is payable on all monetary sanctions, penalties, Contributions, installments, special levies or payments in arrears and owing to the Corporation calculated from the date due until payment of the same.
- (c) The Corporation shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid Contribution, including interest at the Interest Rate, legal cost incurred by the Corporation payable by an Owner on a solicitor and their own client full indemnity basis (hereafter called "Legal Costs") and any penalties due to the Corporation in respect of their Unit, which lien shall be a first, paramount lien against such estate or interest, subject only to any municipal or local authority in respect of unpaid realty taxes or charges.
- (d) Where a cost is incurred by the Corporation as a result of an Owner or occupant (including, without limitation, an insurance deductible, Interest and Legal Costs), and such cost is permitted to be charged back to or for the account of an Owner in accordance with these By-laws, the Act, or Regulation, the Corporation may levy such cost against the Owner and their Unit as if it were a Contribution and such cost (including, without limitation, Interest and Legal Costs) shall be recoverable in the same manner as provided for in the Act for the recovery of Contributions in arrears, except where prohibited by law.
- (e) The Corporation shall have the right to file a caveat against the Unit or interest of such Owner in respect of the lien or charge for the amount of such unpaid Contribution, including interest at the Interest Rate, Legal Costs and other costs associated with attempting to collect all unpaid Contributions, provided that each such caveat shall not be registered until after the expiration of 30 days following the due date for the first payment in arrears. The Corporation shall be entitled to be paid by the defaulting Owner, on an indemnification basis, the Corporation's Legal Costs and other Manager, professional or other agent fees (hereafter called "agent fees") and registration fees incurred in preparing and registering the caveat (such costs not to exceed the original amount owing) and in discharging the caveat and the Corporation shall not be obligated to discharge any caveat until all of the foregoing are fully paid.
- (f) As further and better security, each Owner responsible for an unpaid Contribution, including interest at the Interest Rate, Legal Costs and any monetary sanctions or penalties due to the Corporation, other costs chargeable to the Owner under these By-laws and other costs associated with attempting to collect all unpaid Contributions or penalties, which is in arrears for more than 30 days shall, upon demand of and at the sole option of the Corporation, give to the Corporation a mortgage or encumbrance for the full amount thereof and providing for their payment on demand with assessed penalties and Interest thereon calculated from the due date 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.

- (g) Any tenant of a Unit on receiving notice from the Corporation that the Owner of the Unit is in default of any payment or Contribution levied by the Corporation or an installment or installments thereof, shall deduct from the rent payable to the Owner the Contribution levied or the installment or installments in arrears plus any Interest owing and Legal Costs or other agent fees and the tenant shall pay the same to the Corporation and the amount so paid shall be deemed to constitute rent paid to the Owner by the tenant.
- (h) Any other Owner or person, firm or company whatsoever may pay any unpaid Contribution, plus any Interest owing and Legal Costs or other agent fees after the expiration of 30 days following the due date for payment by the Owner in default, with respect to a Unit. Upon such payment being made, such person, firm or company shall have a first, paramount lien, subject to the estates or interests hereinbefore mentioned, and shall be entitled to file a caveat in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce their lien, thereby created, in accordance with the Act.
- (i) Regardless of any other term, condition or provision herein contained or implied, each unpaid Contribution, and monetary sanction shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible. Any action, suit or proceeding to recover such debt or to realize on any judgment of such debt shall be maintainable as a separate action, suit, or proceeding without foreclosing, or waiving the lien, charge or security securing the same, and the Corporation shall be entitled to recover its costs including Legal Costs.
- (j) Where there are any monies owed to the Corporation by an Owner, unless otherwise resolved by resolution of the Board, any payments made by an Owner shall be applied firstly to any costs or expenses (Legal Costs, agent fees, land titles charges or otherwise) incurred by the Corporation as a result of the Owner falling into arrears, then to any monetary sanctions imposed, thereafter to any interest owing and lastly to the Contributions (including any special levy) due to the Corporation.

80. INDEMNITY OF DIRECTORS

Every Director and his personal representative and estate and effects respectively shall from time to time 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.

81. DEDUCTIBLE

In the event that a claim is made or could be made under the any policy of insurance maintained by the Corporation on the cause of the loss for which the claim is made originates in or from the Owner's Unit or an Exclusive Use Property assigned to the Owner, or otherwise where the loss 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, regardless of whether the Corporation elects to make a claim under its insurance policy, then the Owner shall immediately reimburse the Corporation for the lower of the applicable deductible under the Corporation's insurance policy or the value of the damage so caused, up to the maximum amount permitted by the Regulation (currently \$50,000) and subject to the limitations as set out in the Act, 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. Nothing in this section shall be construed as a limitation on any additional legal right or remedy the Corporation may have at law against a person who is responsible for damage to property on the Parcel.

82. 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 that met by the proceeds of insurance carried by the Corporation.

83. PETS

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

- (a) Pets must be licensed if required by the local Municipality. The pet has had the necessary shots to protected against rabies and distemper. Upon request, the Owners shall provide certification of licenses and vaccinations to the Board.;
- (b) The pet, including but not limited to cats, must be in the custody of a responsible person and on a leash or caged at all times when on the Parcel outside of the Owner's Building. For greater clarity, dogs may be allowed to be off-leash within fence enclosed yard, if any, forming part of the Exclusive Use Property but cats are not permitted to roam the Parcel and must be leashed or caged when outside the Owners Building;
- (c) The pet shall not be leashed to shrubbery, flowers or small trees and the Owner shall be responsible for the pickup and disposal of waste daily;
- (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 and if they fail to do so, then the Corporation shall cause the clean-up and repairs to be done and all costs of clean-up and repairs will be charged to the Owner as a Contribution;
- (e) Each Unit may contain up to a maximum of number of pets as limited by the City of Leduc Bylaws (currently a maximum of three (3) pets) or such other maximum set by the Board from time to time;
- (f) If any pet causes a mess or damage to the Common Property, Managed Property or other property required to be maintained by the Corporation (including without limitation, defecation, urination, destroying landscaping), then the Owner of the pet, or the person whose Unit the pet is visiting, shall immediately clean and repair such mess or damage

and if they fail to do so, then the Corporation shall cause the clean-up and repairs to be done and all costs of clean-up and repairs will be charged to the Owner as a Contribution;

- (g) If the Board, in its sole discretion, deems any pet whatsoever to be causing an unreasonable disturbance to other Owners or occupants or to be a hazard to or harmful to any Common Property, Managed Property or to other Owners or occupants, then the Board may give notice to the Owner or the occupant of the Unit in which such pet is kept that such pet must be removed from the Parcel and such Owner or occupant shall remove or cause to be removed such pet from their Unit within 15 days' of the notice and such pet shall thereafter not be kept in that Unit, the Common Property or anywhere on the Parcel at any time;
- (h) The Owner of the Unit will pay any penalty imposed by the Board for the breach by the occupier of the Unit of any of the foregoing conditions.

84. USE OF COMMON PROPERTY

- (a) Subject to the rights of exclusive possession, each Owner and permitted occupant of Unit, and the employees, agents and invitees of each such Owner and permitted occupant, shall have the same nonexclusive 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 Owner and their successors and assigns such easements and licenses as may be necessary to give effect hereto;
- (b) The Corporation shall grant such leases, easements, licenses, or other instrument 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, license, or other instrument, 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, as provided under Section 50 of the Act (or any provision passed in substitution thereof).

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

88. COMMUNICATION WITH THE BOARD

(a.) Any suggestions, requests, questions or complaints for the Corporation must be in writing, including written electronic communications such as email, and addressed to the Corporation. The Board shall not be required to consider or act on any suggestion, question or complaint that is not in writing and properly submitted to the Corporation.

(b.) No Owner or occupant shall be considered to have been given any permission or approval by or from the Corporation or the Board until the Owner or occupant has received the permission or approval in writing, signed on behalf of the Corporation by its authorized signing authorities or agent.