

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**231279968**

**ORDER NUMBER: 48412185**

**ADVISORY**

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

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

CERTIFIED *E. Wheaton*  
by the Court Clerk as a true copy of the  
document digitally filed on Jun 28, 2023

COURT FILE NUMBER

2301-06951

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

CONDOMINIUM CORPORATION NO.  
9611089

**DOCUMENT**

**AMENDING ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

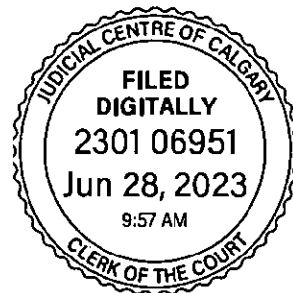
Scott Venturo Rudakoff LLP  
Barristers & Solicitors  
1500, 222 - 3<sup>rd</sup> Avenue SW  
Calgary, AB T2P 0B4

**Attention: Kate Kozowyk**

Tel: 403-261-9043

Fax: 403-265-4632

File No.: 60563.066



---

DATE ON WHICH ORDER WAS PRONOUNCED: June 27, 2023

NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER: J.T. Prowse

LOCATION OF HEARING: **Calgary, Alberta**

---

**UPON REVIEWING** the Order granted by Applications Judge J.T. Prowse pronounced the 29<sup>th</sup> day of May 2023, a certified copy of which is attached hereto as Schedule "A"; **AND UPON NOTING** an error in the name of the Applicant;

**IT IS HEREBY ORDERED THAT:**

1. The Applicant shall be amended to replace as follows:

Condominium Corporation No. 9611089.

2. The recitals of the Order shall be amended to replace as follows:

**UPON THE** application of Condominium Corporation No. 9611089, *ex parte*; **AND UPON** hearing representations of counsel for the Applicant; **IT IS HEREBY ORDERED THAT:**

3. Paragraph 1 shall be amended to replace as follows:

The Bylaws for Condominium Corporation No. 9611089, also known as Somerset Village Condominium, registered as Instrument No. 211 022 294 contain a formatting error.

4. Paragraph 2 shall be amended to replace as follows:

Condominium Corporation No. 9611089, also known as Somerset Village Condominium, is permitted to re-register a corrected version of the Bylaws registered as Instrument No. 211 022 294.

5. The balance of the Order pronounced by Applications Judge J.T. Prowse remains in full force and effect.



---

**A.J.C.K.B.A.**

Schedule A

COURT FILE NUMBER

2301-06951

COURT

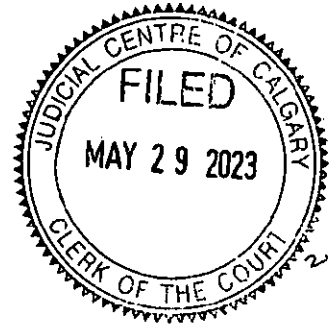
COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

CONDOMINIUM CORPORATION NO.  
9911089



DOCUMENT

FIAT

I hereby certify this to be a true copy of  
the original Order

Dated this 29<sup>th</sup> day of May 2023

[Signature]  
for Clerk of the Court Job, Gray.

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Scott Venturo Rudakoff LLP  
Barristers & Solicitors  
1500, 222 - 3<sup>rd</sup> Avenue SW  
Calgary, AB T2P 0B4  
**Attention: Kate Kozowyk**  
Tel: 403-261-9043  
Fax: 403-265-4632  
File No.: 60563.066

DATE ON WHICH ORDER WAS PRONOUNCED:

May 29, 2023

NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER:

Judge JI Prowse

LOCATION OF HEARING: **Calgary, Alberta**

**UPON THE** application of Condominium Corporation No. 9911089, *ex parte*; **AND UPON** hearing representations of counsel for the Applicant; **IT IS HEREBY ORDERED THAT:**

1. The Bylaws for Condominium Corporation No. 9911089, also known as Somerset Village Condominium, registered as Instrument No. 211 022 294 contain a formatting error.
2. Condominium Corporation No. 9911089, also known as Somerset Village Condominium, is permitted to re-register a corrected version of the Bylaws registered as Instrument No. 211 022 294.
3. The need for a certificate of special resolution for a change of bylaws is hereby waived.

[Signature]  
A.J.C.K.B.A.

**BYLAWS OF SOMERSET VILLAGE****CONDOMINIUM CORPORATION NO. 961 1089****SUMMARY OF CONTENTS****I N D E X**

<b>Number</b>		<b>Page</b>
1)	<b>DEFINITIONS .....</b>	<b>4</b>
2)	<b>DEFINITIONS - INTERPRETATION .....</b>	<b>6</b>
3)	<b>NUMBER AND GENDER.....</b>	<b>6</b>
4)	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>6</b>
5)	<b>DUTIES OF THE OWNERS.....</b>	<b>7</b>
6)	<b>DUTIES OF THE CORPORATION .....</b>	<b>10</b>
7)	<b>POWERS OF THE CORPORATION.....</b>	<b>12</b>
8)	<b>THE CORPORATION AND THE BOARD .....</b>	<b>14</b>
9)	<b>COMPOSITION OF THE BOARD .....</b>	<b>14</b>
10)	<b>RETIREMENT FROM BOARD .....</b>	<b>15</b>
11)	<b>ELIGIBILITY FOR RE-ELECTION TO BOARD .....</b>	<b>15</b>
12)	<b>REMOVAL FROM BOARD.....</b>	<b>15</b>
13)	<b>CASUAL VACANCY ON BOARD.....</b>	<b>15</b>
14)	<b>QUORUM FOR BOARD .....</b>	<b>15</b>
15)	<b>OFFICERS OF THE CORPORATION.....</b>	<b>15</b>
16)	<b>CHAIRMAN OF BOARD MEETINGS.....</b>	<b>15</b>
17)	<b>DUTIES OF OFFICERS .....</b>	<b>16</b>
18)	<b>VOTES OF BOARD .....</b>	<b>16</b>
19)	<b>FURTHER POWERS OF BOARD .....</b>	<b>16</b>
20)	<b>ADDITIONAL DUTIES OF BOARD .....</b>	<b>17</b>
21)	<b>DEFECTS IN ELECTION/APPOINTMENT TO THE BOARD .....</b>	<b>18</b>
22)	<b>VACATING OFFICE OF BOARD MEMBER .....</b>	<b>18</b>
23)	<b>SIGNING AUTHORITIES.....</b>	<b>19</b>
24)	<b>CORPORATE SEAL.....</b>	<b>19</b>
25)	<b>ANNUAL GENERAL MEETINGS.....</b>	<b>19</b>
26)	<b>SPECIAL MEETINGS.....</b>	<b>20</b>
27)	<b>CONVENING SPECIAL MEETINGS.....</b>	<b>20</b>
28)	<b>NOTICE OF GENERAL MEETINGS.....</b>	<b>20</b>
29)	<b>PROCEEDINGS AT GENERAL MEETINGS .....</b>	<b>21</b>

30)	QUORUM FOR GENERAL MEETINGS.....	21
31)	ADJOURNMENT FOR LACK OF QUORUM .....	21
32)	CHAIRMAN FOR GENERAL MEETINGS .....	21
33)	ORDER OF BUSINESS FOR GENERAL MEETINGS.....	21
34)	VOTING BY SHOW OF HANDS .....	22
35)	POLL VOTES.....	22
36)	VOTING CALCULATION .....	22
37)	VOTES PERSONALLY OR BY PROXY.....	22
38)	PROXIES.....	22
39)	ELIGIBILITY TO VOTE .....	23
40)	VOTE BY CO-OWNERS.....	23
41)	RESOLUTION OF THE OWNERS .....	24
42)	SUCCESSIVE INTERESTS.....	24
43)	TRUSTEE VOTE .....	24
44)	VOTING RIGHTS OF MORTGAGEE .....	24
45)	VIOLATION OF BYLAWS .....	24
46)	AMENDMENT OF BYLAWS .....	26
47)	DAMAGE OR DESTRUCTION .....	27
48)	INSURANCE .....	28
49)	CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS.....	32
50)	SPECIAL ASSESSMENTS.....	36
51)	DEFAULT IN PAYMENT OF ASSESSMENTS .....	36
52)	ESTOPPEL CERTIFICATE .....	38
53)	LEASING OF UNITS.....	38
54)	SEVERABILITY.....	39
55)	NOTICES.....	39
56)	NOTICE OF DEFAULT TO MORTGAGEES.....	39
57)	DEBT RETIREMENT ON TERMINATION .....	39
58)	COMPANY WHICH IS MEMBER OF THE BOARD.....	39
59)	ALTERNATE BOARD REPRESENTATIVE.....	40
60)	PRIVACY AREAS AND PARKING AREAS.....	40
61)	REALTY TAXES.....	41
62)	INDEMNIFICATION OF OFFICERS AND MANAGERS.....	41
63)	NON-PROFIT CORPORATION .....	41
64)	USE AND OCCUPANCY RESTRICTIONS .....	41
65)	MANAGED PROPERTY .....	46
66)	ELEMENTS OF MANAGED PROPERTY .....	47

**67) DUTIES AND RESTRICTIONS ON OWNERS REGARDING MANAGED PROPERTY  
47**

**68) POWERS, DUTIES AND RESTRICTIONS OF THE CORPORATION ..... 47**

**69) CHANGE OF LEGISLATION ..... 48**

**70) ARBITRATION AND MEDIATION ..... 48**

**71) EASEMENT RIGHTS ..... 49**

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

These Bylaws have been enacted by Condominium Corporation No. 961 1089 to replace the Bylaws previously registered at the Land Titles Office, with the intent that these Bylaws shall and do replace the previously registered Bylaws in their entirety.

## 1) DEFINITIONS

In these Bylaws unless the context or subject matter requires a different meaning:

- a) "Act" means the CONDOMINIUM PROPERTY ACT, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- b) "Architectural Standards" means those specifications for design and appearance as prescribed by the Board from time to time;
- c) "Betterments and Improvements" means those enhancements, renovations or modifications to the Unit which increase the kind, quantity or quality of the finishing, materials, fixtures to be better than the Standard Insurable Unit Description;
- d) "Board" means the Board of Directors of the Corporation;
- e) "Building" means any residential dwelling constructed on a unit and forming an integral part thereof;
- f) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- g) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of the real and personal property of the Corporation, the Managed Property and the common property;
- h) "common expenses" mean the expense of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these Bylaws;
- i) "common property", if any, means those portions of the Condominium Plan which are designated "common property", or so much of the parcel as is not comprised in or does not form part of any unit shown on the condominium plan and includes the Managed Property;
- j) "condominium plan" means the bare land condominium plan registered at the Land Titles Office under the Act as No. 961 1089;
- k) "Corporation" means the corporation constituted under the Act by the registration of the bare land condominium plan whose legal name is "Condominium Corporation No. 961 1089";
- l) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- m) "Interest Rate" means eighteen (18%) per cent per annum or the maximum rate permitted under the Regulation to the Act;



- n) "Manager" means any property manager contractually appointed by the Board;
- o) "Managed Property" means the common property and all those parts of the units including the portions of the Buildings thereon which, pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain and repair as if the same were common property;
- p) "occupant" or "tenant" means the rightful and lawful occupant or lessee of a Building or unit, whether or not the occupant is an owner, and includes all family members, invitees, licensees, servants and guests of such occupant or tenant;
- q) "ordinary resolution" means a resolution:
  - i) passed at a properly convened meeting of the Corporation by a majority of not less than 51% of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or
  - ii) in writing signed by not less than 51% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 5001 of the unit factors for all of the units;
- r) "owner" means a person who is registered as the owner of the fee simple estate in a unit and where the term "owner" is used in Bylaw 62, that term includes a tenant;
- s) "Parcel" means the land comprised in the condominium plan;
- t) "private motor vehicle" means small, medium and full-size cars, station wagons, light trucks up to 3/4 ton size, vans, mini-vans and sport utility vehicles;
- u) "project" means all of the real and personal property and fixtures comprising the parcel, land and buildings which constitute the units and common property;
- v) "Regulation" or "Regulations" means the Condominium Property Act Regulation currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- w) "special resolution" means:
  - i) a resolution passed at a properly convened meeting of the Corporation, of which at least fourteen (14) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these Bylaws and representing not less than 7500 of the unit factors for all the units; or
  - ii) a written resolution signed by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be

entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 7500 of the unit factors for all the units;

- x) "spouse" includes a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married;
- y) "Standard Insurable Unit Description" means a description of the typical features in a residential Unit, as may be required by the Condominium Property Regulation and more particularly registered at Land Titles Office;
- z) "unit" means land that is situated within the Parcel and is described as a unit in the condominium plan by reference to boundaries governed by monuments placed pursuant to the provisions of the SURVEYS ACT, respecting subdivision surveys;
- aa) "unit factor" means the unit factor for each unit as more particularly specified or apportioned and described in and set forth on the bare land condominium plan.

## **2) DEFINITIONS – INTERPRETATION**

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the LAND TITLES ACT of Alberta or the LAW OF PROPERTY ACT of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefor.

## **3) NUMBER AND GENDER**

Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

## **4) MISCELLANEOUS PROVISIONS**

### **a) HEADINGS**

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

### **b) RIGHTS OF OWNERS**

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

### **c) CONFLICT WITH ACT**

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

**d) SEVERABILITY**

The provisions of these Bylaws shall be deemed independent and severable, and the invalidity in whole or in part of any article, section, part, or provision herein, shall not affect the validity of the whole or remaining articles, parts, sections or provisions herein contained, which shall continue in full force and effect as if the invalid portion had never been included herein;

**e) EXTENDED MEANINGS**

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

**5) DUTIES OF THE OWNERS**

An owner SHALL:

- a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' notice (except in case of emergency when no notice is required), to come onto his unit and to enter any Building thereon for the purpose of:
  - i) inspecting the unit and maintaining, repairing, renewing, operating or to ensure the operation of, either or both, the common property or Managed Property, including all party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities; or
  - ii) maintaining, repairing or renewing common property and Managed Property; or
  - iii) ensuring that the Bylaws are being observed; or
  - iv) doing any work for the benefit of the Corporation generally; or
  - v) gaining access to meters monitoring the use of any utility.

In the event the Corporation must gain access to a Building for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the unit owner;

- b) forthwith:
  - i) carry out all work that may be ordered by any municipality or public authority in respect of his unit; and
  - ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;
- c) duly and properly clean, wash, repair and maintain and when required, replace (subject to the prior written approval of the Corporation as to the type and

specifications for any window, door, sliding glass door, exterior light fixture or air conditioning equipment):

- i) the interior of the Building on his unit and all improvements and additions thereto; and
- ii) all windows of the Building on his unit (which includes sliding glass doors, all glazing, window frames, jambs, window assembly components, window screens, sashes, window casing, trim and mouldings) thereof;
- iii) the doors of the Building on his unit, all garage doors and screen doors and the interior surface of access doors including the door frames, the door assembly components and hardware relating to such doors and door casing, trim or mouldings but excluding the painting of the exterior surface finishing of access doors;
- iv) the furnace, hot water tank and all thermostats located within the Building;
- v) his mailbox lock and door;
- vi) his door bell buttons;
- vii) all light fixtures and their bulbs attached to the exterior of the Building;
- viii) any interior wall, ceiling mounted or external air conditioning equipment that provides cooled air to the Building;
- ix) the front steps of the Building;
- x) any flower bed installed by an owner with the approval of the Board, adjacent to the Building on the unit;
- xi) the patio slabs and back fence adjacent to the Building;

BUT EXCLUDING the painting of the exterior surface or finishing of the outside of any access doors and all other outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the unit, and keep his unit in a state of good repair, except such maintenance, repairs and damages as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

- d) maintain and keep in a neat, clean and tidy state and appearance consistently with and in total integrity with the balance of the project, his unit and all Buildings, improvements and additions thereon and if an owner shall not maintain his unit to a standard similar to that of the remaining project, the Corporation may give ten (10) days' notice to the owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 60 shall apply;

- e) not make any repairs, additions or alterations to the common property, the Managed Property, the exterior of the Building (INCLUDING interior and exterior load bearing and partition walls) or to the plumbing, mechanical or electrical systems within the Building or his unit or the improvements thereon without first obtaining the written consent of the Corporation;
- f) use and enjoy his unit and the common property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other owners, their families or visitors;
- g) not use his unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another unit (whether an owner or not) or the family of such an occupier;
- h) not do any act or permit any act to be done or alter or permit to be altered, his unit (or any Buildings thereon) in any manner whatsoever, or which will alter either of the appearance or grade of his unit or of any other units or the appearance of any Building thereon;
- i) not do or permit anything to be done that may cause damage to or will alter the appearance of any of the Managed Property or the common property (INCLUDING any area to which the owner has been granted exclusive use) without first obtaining the written consent of the Corporation;
- j) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with his unit. No owner shall plan any trees or shrubs on a unit without prior written approval of the Board;
- k) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all adult occupiers of and visitors to his unit to similarly comply;
- l) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act;
- m) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any common expenses levied or assessed against his unit and such legal expenses shall be paid on solicitor and his own client indemnification basis;
- n) permit the Corporation, its representatives and persons authorized by the Corporation, to enter his unit to carry out maintenance and repair work required to be performed in maintenance and betterment of the project generally;
- o) if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing placed in an envelope delivered to a Board Member or the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Board or the Manager;

- p) deposit with the Corporation, if requested, twelve (12) duly executed, postdated cheques or monthly bank debit for duly assessed condominium contributions; and
- q) pay to the Corporation on demand any bank charges or Corporation charges for any "NSF" cheque written by such owner.

## **6) DUTIES OF THE CORPORATION**

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

- a) control, manage, maintain, repair, replace and administer the common property (except as hereinbefore and hereinafter set forth), the Managed Property, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the owners and for the benefit of the entire condominium project;
- b) enforce any easement or similar agreement in which it is named a party and take all steps it deems necessary to uphold the restrictions and to manage, maintain and administer the said agreements and do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all steps it deems necessary to uphold and enforce these Bylaws;
- c) maintain and repair (INCLUDING renewal where reasonably necessary) all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of one or more units, Managed Property or common property;
- d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an owner or registered mortgagee of a unit, or the duly authorized agent of such owner or mortgagee, produce to the owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;
- e) subject to any obligations imposed by the Bylaws or by the Corporation upon any owners to maintain any part of the common property or a unit, clean, maintain and repair the exterior or outside surfaces of the Buildings including roofing materials, eavestroughs, exterior drains and exterior beams and trim of the Building (EXCLUDING windows and doors to the extent the owner is required to repair and maintain under Bylaw 5(c), the ensuite furnace, hot water tank, thermostats, the mailbox, doorbell buttons, light fixtures and their bulbs attached to the exterior of the Building, and air conditioning equipment for the Building all of which shall be the responsibility of an owner) but including the repair of any leakage around windows and the maintenance and repair of all other outside accoutrements affecting the appearance, usability, value or safety of the parcel or the Buildings and the common property including the structural maintenance of any area outside the Building, all landscaping,

common and front sidewalks, driveways, roadways, front steps, and the garbage enclosure and including all concrete, balcony walls, rails, common chain link fence and related posts and maintain and repair the common property and the Managed Property, and all utility services within, on, in, under or through the units and common property, including the underground sprinkler system;

- f) collect or cause to be collected and receive or cause to be received all contributions towards the common expenses and deposit same in a separate account with a chartered bank or trust company or Province of Alberta Treasury Branch or Credit Union incorporated under the *CREDIT UNION ACT*;
- g) subject always to and in accordance with the Act and any Regulation passed pursuant thereto, establish and maintain out of the contributions to be levied by the Corporation towards the common expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation, Managed Property and the common property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such improvements are authorized by special resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any owner of a unit except where the project ceases to be governed by the Act. The Board shall:
  - i) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
    - (A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
    - (B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments;
    - (C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
    - (D) the amount of the Capital Replacement Reserve Fund projected for the current fiscal year;
    - (E) total payments by Ordinary or Special Resolutions into, and payments out of, the Capital Replacement Reserve Fund for the current fiscal year;
    - (F) a list of the depreciating property projected to be repaired or replaced during the current fiscal year and the projected costs of the repairs and replacements;

- ii) supply a copy of the approved Capital Replacement Reserve Fund plan to each owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;
  - iii) on or before five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each owner prior to the collection of any further funds for the purposes of the reserve fund;
  - iv) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under the Regulation to any person purchasing a unit or any mortgagee of a unit;
- h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the parcel, the Corporation and the owners as to the Board may seem justifiable in the management or administration of the entire condominium project;
  - i) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the common property, including any visitor parking area, any area designated for vehicular or pedestrian traffic or outside parking and keep and maintain and repair (INCLUDING renewal where reasonably necessary) all grassed and landscaped areas, including the mowing of grass on Managed Property which is accessible by power mowers and exterior lighting of the common property; PROVIDED THAT the general cleaning and maintenance of any area designated to an owner under Bylaw 58 shall be the prime responsibility of the owner to whom such privacy area has been assigned;
  - j) provide a weekly pick up of garbage placed by each owner adjacent to the roadway in front of each unit;
  - k) at all times keep and maintain for the benefit of the Corporation and all owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
  - l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;
  - m) establish and maintain lawns, trees and shrubs and other landscaping on the Managed Property and the common property and any other property, if any, adjacent to the Parcel which the Corporation is to maintain and replace on a continuing basis, any lawns, trees or shrubs which die;
  - n) repair, replace and maintain party walls separating units. If the reason or cause for such repair, replacement or maintenance is the negligent act or omission of a unit owner, the cost of such repair will be charged to the negligent owner.

## **7) POWERS OF THE CORPORATION**



In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, MAY and IS HEREBY AUTHORIZED TO:

- a) purchase, hire or otherwise acquire personal property and/or real property for use by owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the common property, or their units or any of them, provided that real property shall only be acquired or disposed of by special resolution of the Corporation;
- b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) per cent of the current year's common expenses budget has been approved by special resolution of a meeting duly called for the purpose of obtaining such approval or the maximum amount of borrowing for the Corporation for that fiscal year, as adopted by a previous resolution to authorize borrowing (whichever is greater);
- c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;
- d) invest as it may determine any contributions towards the common expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- e) make an agreement with an owner, tenant or other occupier of a unit for the provision of amenities or services by it to the unit or to the owner, tenant or occupier thereof;
- f) generally assign, designate or grant to an owner the right to exclusive use, enjoyment or special privileges in respect of that part of the common property adjoining or related to such owner's unit for such consideration and on such terms and conditions as it deems requisite, any such grant to be terminated on reasonable notice, unless the Corporation by special resolution otherwise resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that owner;
- g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Managed Property and the common property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the common property generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto, NOTING THAT:
  - i) any rule established by the Board may be amended or repealed by an Ordinary Resolution; and
  - ii) at least thirty (30) days before a new rule comes into effect the Corporation shall provide written notice of the new rule delivered to each occupied Unit on the Parcel (or by posting notice in an open common area to which all Owners/Occupants have access) and provide notice to the address of each Owner not residing on the Parcel. Noting however, that a Corporation may establish a rule that comes into effect

immediately upon providing notice to the above if the rule addresses a safety concern or an emergency situation;

- h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- i) raise the amounts of money so determined by levying contributions on the owners in proportion to the unit factors for their respective units or as otherwise herein provided;
- j) charge interest under Section 40 of the Act on any contribution or common expenses owing to it by an owner at the Interest Rate;
- k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by ordinary resolution at a general meeting;
- l) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the common expenses;
- m) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- n) subject to any limitations and prohibitions contained in the Act, these Bylaws and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the BUSINESS CORPORATIONS ACT OF ALBERTA (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person;
- o) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw.

## **8) THE CORPORATION AND THE BOARD**

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

## **9) COMPOSITION OF THE BOARD**

- a) The Board shall consist of not fewer than three (3) nor more than seven (7) owners or legal or common law spouses of the owners or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting just prior to the election of the Board;
- b) A Board member must be eighteen (18) years of age or older;
- c) Where a unit has more than one (1) owner, only one (1) owner in respect of that unit may sit on the Board at any point in time;

- d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related;
- e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith; and
- f) No owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

#### **10) RETIREMENT FROM BOARD**

At each annual general meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

#### **11) ELIGIBILITY FOR RE-ELECTION TO BOARD**

A retiring member of the Board shall be eligible for re-election.

#### **12) REMOVAL FROM BOARD**

The Corporation may, by ordinary resolution at a special meeting, remove any member of the Board before the expiration of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.

#### **13) CASUAL VACANCY ON BOARD**

Where a vacancy occurs on the Board under Bylaw 22, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 9.

#### **14) QUORUM FOR BOARD**

A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) 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 the equivalent of receipt of due and proper notice of the meeting.

#### **15) OFFICERS OF THE CORPORATION**

At the first meeting of the Board held after each annual general meeting of the Corporation, the Board shall elect from among its members a President, a Vice-President, a Treasurer and/or a Secretary who shall hold their respective offices until the conclusion of the next annual general meeting of the Corporation or until their successors are elected or appointed. The President shall be the Chairman of the Board and shall have a casting vote in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) offices.

#### **16) CHAIRMAN OF BOARD MEETINGS**

The President shall act as chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. Each meeting of the Board shall be held within the municipality in which the units are located unless the owners agree by ordinary resolution, to hold the meeting in another location.

### **17) DUTIES OF OFFICERS**

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

### **18) VOTES OF BOARD**

At meetings of the Board all matters shall be determined by simple majority vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

### **19) FURTHER POWERS OF BOARD**

The Board MAY:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the common property and Managed Property and the exercise and performance of the powers and duties of the Corporation;
- c) subject to any valid restriction imposed or direction given at a general meeting of owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional condominium manager or agent for such purposes (INCLUDING but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. The Corporation shall ensure that the Manager is covered by an appropriate fidelity bond or crime coverage insurance policy,

in any amount which shall be reviewed at least once every two (2) years, but in any event shall be not less than:

- i) the total amount of any Capital Replacement Reserve Funds in the hands of or controlled by the Manager; and
  - ii) one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all units in the project (EXCLUDING any special contributions) whichever is greater; and
  - iii) a sum representing the average monthly amount of cash in the control of the Manager;
- e) enter into an insurance trust agreement in form and on terms as required by any Insurance trustee;
  - f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

## **20) ADDITIONAL DUTIES OF BOARD**

The Board SHALL:

- a) subject to any valid restrictions imposed or directions given at a general meeting of the owners, carry on the day to day business and affairs of the Corporation;
- b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to owners and to mortgagees who have notified their interests to the Corporation;
- c) cause minutes to be kept of general meetings of the owners and, upon written request at the expense of the person requesting, provide copies thereof to owners and to mortgagees who have notified their interests to the Corporation;
- d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e) prepare, or cause to be prepared, proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- g) on written application of an owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;

- h) at least once a year, cause the books and accounts of the Corporation to be audited by an independent professional accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited Financial Statements of the receipts of contributions of all owners towards the common expenses and disbursements made by the Corporation and a copy of the Auditor's Report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an ordinary resolution to that effect;
- i) keep a register noting the names and addresses of all owners and any mortgagees who have given notice of their interests to the Corporation;
- j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- k) promptly file or cause to be filed at the Land Titles Office a notice in the prescribed form stating the name and current address for service of every current member of the Board of Directors of the Corporation;
- l) promptly file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

## **21) DEFECTS IN ELECTION/APPOINTMENT TO THE BOARD**

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

## **22) VACATING OFFICE OF BOARD MEMBER**

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

- a) by notice in writing to the Corporation resigns his office; or
- b) dies; or
- c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an owner; or
- d) becomes bankrupt; or
- e) is found lunatic or becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the *MENTAL HEALTH ACT*; or
- f) is convicted of an indictable offence for which he is liable to imprisonment; or
- g) is absent from meetings of the Board for three (3) consecutive meetings without the consent of the remaining members of the Board and a majority of

the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated; or

- h) ceases to qualify for membership pursuant to Bylaw 9; or
- i) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or
- j) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- k) commences any legal proceedings against the Board or the Corporation.

### **23) SIGNING AUTHORITIES**

The Board shall determine, by resolution from time to time, the manner in which an officer or officers shall sign cheques, drafts, notes and other instruments and documents, including banking forms and authorities not required to be under corporate seal and may authorize the Manager to sign the same with or without co-signing by any officer or officers.

### **24) CORPORATE SEAL**

The Corporation shall have a common seal, which shall be adopted by resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one member of the Board or by the persons as may be authorized from time to time by resolution of the Board, except that where there is only one member of the Corporation his signature shall be sufficient for the purposes of this Bylaw, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.

### **25) ANNUAL GENERAL MEETINGS**

- a) An annual general meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. Each such meeting shall be held within the municipality in which the units are located unless the owners agree, by ordinary resolution, to hold the meeting in another location.
- b) Written notice of an annual general meeting must be provided to each Owner and any mortgagee who has given written notice no less than fourteen (14) days prior to the day on which the meeting is to be convened and must include:
  - i) the date, time and location of the annual general meeting;
  - ii) in the case of special business, the general nature of such business; and
  - iii) the financial statements for the Corporation's preceding fiscal year, an annual report respecting the Capital Replacement Reserve Fund and the annual budget.

- c) Within sixty (60) days after the annual general meeting, the Owners must be provided with a copy of the approved minutes (or draft minutes if no minutes have been approved) from the annual general meeting. Such minutes must include results of all votes from the annual general meeting and details on any Special Resolution proposed, as follows:
- i) if an Ordinary Resolution was proposed, the results of the vote;
  - ii) if a Special Resolution was proposed,
    - (1) the number of persons entitled to exercise the power of voting who voted in favour of the resolution and the number of Unit Factors represented by these persons; and
    - (2) the number of persons entitled to exercise the power of voting who did not vote in favour of the resolution and the number of Unit Factors represented by these persons;
  - iii) for an election of Board members determined by a vote, the number of votes in favour of each candidate.

## **26) SPECIAL MEETINGS**

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

## **27) CONVENING SPECIAL MEETINGS**

The Board may whenever it thinks fit and shall upon a requisition in writing by owners representing not less than fifteen (15%) per cent of the total unit factors for all the units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against units in respect of which corresponding unit factors represent not less than fifteen (15%) per cent of the total unit factors or a combination of such owners or mortgagees entitled to vote with respect to fifteen (15%) per cent of the total unit factors convene a special meeting, which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners, the purpose for which the special meeting is convened and wording of any proposed resolution.

## **28) NOTICE OF GENERAL MEETINGS**

For all annual general meetings and special meetings, the Corporation shall send a notice at least fourteen (14) days before the date of the meeting specifying:

- a) the place, the date and the hour of meeting; and
- b) in the case of Special Business, the nature of the business to be dealt with, the purpose for which the meeting is being convened and the proposed wording of any resolution to be voted upon.

Notice shall be given to the owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an owner or mortgagee or non-receipt by an owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a general meeting required under these Bylaws,



the day on which the notice is deemed to have been received and the day of the meeting shall be counted. If Notice is given by way of regular mail, an additional seven (7) days must be added for the Notice period and if Notice is given by email, an additional twenty four (24) hours must be added for the Notice period. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

### **29) PROCEEDINGS AT GENERAL MEETINGS**

All business that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Board, or at any special meeting, shall be deemed special business. The nature of such Special Business and the text of any resolution to be submitted to the meeting shall be set out in sufficient detail in the notice of the meeting so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business.

### **30) QUORUM FOR GENERAL MEETINGS**

Save as in these Bylaws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-fifth (1/5) of the persons entitled to vote representing not less than 2000 of the unit factors present in person or by proxy shall constitute a quorum.

### **31) ADJOURNMENT FOR LACK OF QUORUM**

If within fifteen (15) minutes from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes on the same day, at the same place and if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

### **32) CHAIRMAN FOR GENERAL MEETINGS**

The President of the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman.

### **33) ORDER OF BUSINESS FOR GENERAL MEETINGS**

The Order of Business at general meetings, and as far as is appropriate at all special meetings, shall be:

- a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- b) call to order by the Chairman and establish quorum;
- c) proof of notice of meeting or waiver of notice;
- d) reading and disposal of any unapproved minutes;
- e) reports of officers;

- f) reports of committees;
- g) financial report;
- h) appointment of auditors;
- i) election of Board;
- j) unfinished business;
- k) new business;
- l) adjournment.

### **34) VOTING BY SHOW OF HANDS**

At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any owner or registered mortgagee present in person or by proxy. Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against the resolution. Except for matters requiring a special resolution all matters shall be determined by ordinary resolution.

### **35) POLL VOTES**

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

### **36) VOTING CALCULATION**

On a show of hands, each person entitled to vote for any unit shall have one vote for that unit. On a poll, the votes of persons entitled to vote for such unit shall correspond with the number of unit factors for the respective units owned or mortgaged to them. Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot (one vote per unit) in regard to election to the Board.

### **37) VOTES PERSONALLY OR BY PROXY**

Votes at any general meeting may be given either personally or by proxy.

### **38) PROXIES**

- a) A proxy must be in electronic or hard copy format and contain the following:
  - i) the name and Unit number of the Owner or mortgagee giving the proxy;
  - ii) the name of the individual to whom the proxy is given;
  - iii) the date the proxy is given; and

- iv) the signature of the Owner or mortgagee giving the proxy;
- b) A proxy may be either general or for a particular meeting, but shall expire on the earliest of:
  - i) the expiry date set out on the proxy;
  - ii) six (6) months from the date on which the proxy was given; or
  - iii) the date on which the person who gave the proxy ceases to be an Owner of the Unit in respect of which the proxy was given;
- c) A proxy need not be an Owner but must be an individual who is over the age of majority (eighteen (18) years old);
- d) Unless the proxy is given solely for the purposes of establishing quorum for a meeting, a proxy is invalid if it is given to:
  - i) a Manager;
  - ii) an employee of the Condominium Corporation; or
  - iii) an employee of the management company retained by the Corporation;
- e) Any proxy may be revoked by notice in writing (electronic or hard copy) provided to a board member before the time of the meeting or by the appointer's attendance at the meeting;
- f) A non Owner carrying a proxy from an Owner is not eligible for election to the Board as a non Owner; and
- g) The Chairman of the meeting shall rule on the validity of any proxy, before or at the outset of any general meeting.

### **39) ELIGIBILITY TO VOTE**

Except in cases where by or under the Act a special resolution is required, no owner is entitled to vote at any general meeting unless all assessments payable in respect of his unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 30.

### **40) VOTE BY CO-OWNERS**

- a) Co-owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-owners are not entitled to vote separately on a show of hands but any one co-owner may demand a poll;
- b) On any poll, each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to his interest in the unit. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the unit of the joint owners as do not vote personally or by individual proxy.

**41) RESOLUTION OF THE OWNERS**

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

**42) SUCCESSIVE INTERESTS**

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

**43) TRUSTEE VOTE**

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

**44) VOTING RIGHTS OF MORTGAGEE**

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. The mortgagee's power to vote shall be limited by the owner's failure to pay contributions as set forth in the Act.

**45) VIOLATION OF BYLAWS**

- a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within three (3) business days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including costs as between a solicitor and his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such owner and shall be added to and become part of the assessment of such owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid;
- b) The Corporation may recover from an owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which three (3) business days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a solicitor and his own client;

- c) If the Board determines that a breach of the Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate (if a reasonable time to rectify is not appropriate and the breach is to cease immediately, such reasonable time does not need to be provided). If that is the case, the time specified shall be no earlier than three (3) business days from the date the notice is delivered to the Owner allegedly in breach;
- d) Upon resolution, if the Board determines that an infraction, violation, default or failure to comply with any Bylaw is occurring, the Board, upon resolution, may impose a reasonable non-monetary or monetary sanction. Prior to the imposition of the sanction, a notice of the proposed sanction must be served on the person in violation, containing the following information:
  - i) the Unit number associated with the failure to comply with a Bylaw;
  - ii) the name of the person subject to the proposed sanction, if known;
  - iii) the provision of the Bylaw that has not been complied with;
  - iv) if the sanction is provided for in a Bylaw in respect of non-compliance with a rule, the rule that has not been complied with;
  - v) the date and time of the non-compliance, if applicable;
  - vi) other relevant particulars of the failure to comply;
  - vii) if applicable, the maximum monetary sanction for non-compliance with the Bylaw;
  - viii) a description of corrective or other action, if any, that must be taken in respect of the non-compliance; and
  - ix) the deadline, which must be at least three (3) days, excluding holidays, after service of the notification, for taking the required actions or providing a written response to the notification, if any;
- e) When the deadline for a written response or corrective actions has expired and the Corporation is not satisfied with the response or actions, if any, the Corporation may impose the sanction. The sanction can include the prohibition of the Owner, Tenants and invitees of the Owner or Tenants from the use and enjoyment of the Common Property;
- f) The Board shall use its discretion in determining the severity or seriousness of each violation and impose monetary sanctions which it considers reasonable in the circumstances and the Board must pass a Board resolution in respect of same. The sanction may be imposed on:
  - i) the person named in the notice of the proposed sanction; or
  - ii) if no person is named in the notice, then:

- (A) on the Owner, if the Owner has not provided notice to the Corporation under these Bylaws with the details of the Tenant in possession of the Unit; or
  - (B) on the Tenant, if the Owner has complied with the Bylaws to provide notice as required about the Tenant;
- g) Such monetary sanctions shall be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified, or immediately, when appropriate. When imposing the sanction, the Corporation shall serve on the person subject to the sanction written notice containing the following information:
- i) in respect of a monetary sanction, the amount of the sanction and the instructions and the deadline for payment of the sanction;
  - ii) in respect of a sanction other than a monetary sanction, a description of the sanction and the date and time at which it comes into effect;
  - iii) reasons for issuing the sanction; and
  - iv) the date of the Board resolution approving the sanction;
- h) If a Tenant of an Owner is alleged to be in breach, the notice shall also be served on the Owner and it shall specify whether the Owner, the Tenant, or both are liable for payment of the monetary sanction. The maximum monetary sanction that can be imposed for the failure to comply with a Bylaw in respect of a Unit is:
- i) for the first instance of non-compliance, a maximum of five hundred (\$500) dollars;
  - ii) for the second and subsequent instances of non-compliance, a maximum of one thousand (\$1000) dollars;
  - iii) each week of a continuing breach shall be deemed a contravention of a Bylaw, and the maximum amount of monetary sanction imposed for a continuing contravention is five hundred (\$500) dollars for the first week and one thousand (\$1000) dollars for each subsequent week for a sanction arising from the same event or series of events;
- i) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 of the Act to enforce the sanction;
  - j) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of units or any transfer, lease, mortgage or other dealing with the units or of destroying or modifying any easement implied or created by the Act.

#### **46) AMENDMENT OF BYLAWS**

These Bylaws, or any of them, may be added to, amended or repealed by special resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal thirty (30) days prior to the date of any such special resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal.

#### **47) DAMAGE OR DESTRUCTION**

- a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty five (25%) per cent or more of the replacement value of all Buildings on the units, Managed Property and common property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene a special meeting and give at least fourteen (14) days' notice by registered mail to all registered mortgagees;

Unless there has been substantial damage and the owners by special resolution resolve not to proceed with repair or restoration within one hundred (100) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the unit owners for such deficiency as part of the common expenses;

Where there has been substantial damage and the owners resolve by special resolution within one hundred (100) days after the damage or destruction not to repair, the Board shall on behalf of the owners make application to terminate the condominium status of the parcel in accordance with the provisions of the Act, and each of the owners shall be deemed to consent to such application. Upon termination of the condominium status:

- i) any liens or charges affecting any of the units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective owners in the parcel; and
- ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect;
- b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon any unit or Building or in or upon any part of the common property designated for the exclusive use of any unit owner;

- c) No owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater;
- d) The Corporation shall make repairs, or arrange for and supervise repairs, to a Unit (only up to the Standard Insurable Unit Description, in accordance with the Regulation and specifically section 62.2 of same) after damage has occurred where the Corporation is responsible to insure same. The Corporation is not responsible for making or arranging repairs after damage where the damage is in respect of property which the Corporation is not required to insure (including, but not limited to, Betterments and Improvements or property assigned by way of Bylaw as the responsibility of the Owner);
- e) Notwithstanding the foregoing, the Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage which is not the Corporation's responsibility if:
  - i) the Owner of the Unit or an agent of the Owner has not commenced repairs within a reasonable amount of time;
  - ii) the failure to repair poses a risk to public safety, or puts Common Property, other Units, Occupants or personal property in Common Property or other Units at risk; and
  - iii) the Corporation has provided reasonable notice to the Owner.

In such instance, the Owner shall be liable to pay the costs of such repair, as well as the costs of reasonable actions taken by the Corporation to enact such repair, including but not limited to the Corporation's legal and other related expenses in respect of the proceeding on a solicitor and own client basis, and such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided for in these Bylaws;
- f) Where the Corporation is required to enter a unit or a Building for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit or Building, and capable of being used in connection with the enjoyment of any other unit, Building or the common property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the unit occasioned by such work and restore the unit or Building to its former condition, leaving the unit and Building clean and free from debris;
- g) An owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the common property or to any unit or Building by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

#### **48) INSURANCE**



- a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:
- i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring: (A) all of the insurable common property; (B) all insurable property of the Corporation, both real and personal of any nature whatsoever; (C) all of the units, including all Buildings and Betterments and Improvements made to the units and the Buildings by the owners of which the Board has knowledge (BUT EXCLUDING furnishings and other personal property of each owner whether or not installed in the Building or unit), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds; (D) all owners from time to time; (E) all mortgagees who have given written notice of their interests to the Corporation; (F) the Corporation; and (G) the Board of Directors and any person referred to in Bylaw 19 (d) hereof (hereinafter collectively called the "Insureds") as their respective interests may appear;
  - ii) Public liability insurance insuring the Insureds against any liability to the public and/or to the owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the common property and units and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
  - iii) Liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith;
  - iv) Crime coverage covering losses caused by a fraudulent or dishonest act of a member of the Board or a Manager, where the member of the Board or Manager acts alone or in collusion with others with intent to (a) cause a loss to the corporation, or (b) improperly obtain a financial benefit for the member of the Board or the Manager or another person. The amount of such crime coverage must be the sum of the reserve fund balance at the start of the Corporation's current fiscal year, and the balance of the operating account at the beginning of the Corporation's current fiscal year;
  - v) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the common property;

- vi) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
  - vii) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution;
- b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
  - ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
  - iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
  - iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the owners and any member of the household of any owner, except for arson, fraud and vehicle impact;
  - v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this Bylaw are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;
  - vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated; and
  - vii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured;
- c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the common property, units, Buildings and all of the property of the Corporation. Upon request, a copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of his mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such insurance coverage for the replacement value of the common property, units, Buildings and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required by

and as would be maintained by an owner of similar property in the locality in which the condominium property is situate;

- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds immediately upon written request therefor, and a duplicate original or certified copy of each such policy shall be forwarded as aforesaid to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request. If the Corporation receives a notice of cancellation of an insurance policy, it shall provide written notice of the cancellation to all Unit Owners as soon as possible. Further, a renewal certificate or memorandum of new insurance policies, along with written notice of the change, shall be furnished to each insured within thirty (30) days of there being a change in:
- i) the Standard Insurance Unit Description (if applicable);
  - ii) the amount of deductible;
  - iii) the replacement value of coverage;
  - iv) addition to permitted exclusions; or
  - v) any other matter contained within the Regulations;
- e) An owner shall keep in force adequate insurance coverage to replace or repair all damage to the common property or other owners' property caused by improper disposal of smoking materials, leaking toilets or tanks, whether cracked or otherwise, or from any other water source whatever within the owner's Building or unit, including overflow from bathtubs, sinks, dishwashers, portable washing machines and air conditioners. If adequate insurance is not in force, the owner himself will be responsible for all costs incurred for damage;
- f) Notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as common expenses of the Corporation;
- g) The owners may, and upon written request of any mortgagee shall, carry insurance on their own units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any unit owner AND PROVIDED FURTHER THAT neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants against liability or the interests of tenants or owners for their belongings, contents or other property. The insuring of any contents and Betterments and Improvements within a unit is the sole responsibility of the owner, tenant or occupier of the

unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the unit however caused;

- h) The Owners shall specifically, but not so as to limit the foregoing, obtain sufficient insurance to cover the cost of any deductibles that may be payable by the Owner to the Corporation in respect of the Corporation's insurance policy and the Owner shall provide proof of such insurance to the Corporation on request. Notwithstanding the foregoing, the Corporation shall have no duty or responsibility whatsoever to the Owner to review the policy of the Owner and/or to ensure that the policy obtained by the Owner is sufficient or provides adequate coverage to the Owner;
- i) In the event an owner incurs or suffers damage or loss to the windows or Building access doors (which constitute part of the unit) or to any interior finishing or improvements of his unit and/or the common property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by such owner, his servants, agents, licensees, invitees or tenants and such amount shall be recoverable by the Corporation as a contribution against all costs, charges, and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

#### **49) CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS**

- a) The common expenses of the Corporation shall be paid by the unit owners in proportion to the unit factors for their respective units and, without limiting the generality hereof, shall include the following:
  - i) All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the project and for the benefit of all owners and not charged directly to any one owner either by meter or otherwise;
  - ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
  - iii) All the charges on account of cleaning or sweeping of parking areas, Managed Property, lawn maintenance and landscaping and for snow and debris removal from the Managed Property or common property;
  - iv) All charges on account of lighting fixtures situated on the Managed Property or common property except the balcony, patio, or exterior light fixtures on every unit;
  - v) All charges on account of maintenance for any unit owned by the Corporation, or those portions of a unit, Buildings, Managed Property,

- or common property for which the Corporation is responsible under these Bylaws;
- vi) All costs of furnishings, tools and equipment for use in and about the project facilities or amenities including the repair, maintenance or replacement thereof;
  - vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
  - viii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees and disbursements;
  - ix) All reserves for repairs and replacement of common property and portions of units or Buildings the repair or replacement of which is the responsibility of the Corporation;
  - x) Maintenance of the exterior walls and other structural costs of the building;
  - xi) The cost of maintaining fidelity bonds as provided in these Bylaws;
  - xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
  - xiii) The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining common property;
- b) At least thirty (30) days prior to the end of each fiscal year the Corporation shall deliver or mail to each owner at the municipal address of his unit:
- i) a copy of the budget for the ensuing fiscal year (and any revisions to the budget must be provided to the Owners as soon as possible thereafter); and
  - ii) a notice of the assessment for his contribution towards the common expenses for said ensuing fiscal year. Said assessment shall be made to the owners in proportion to their unit factors;
- c) The budget shall set out by categories an estimate of the common expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements ("Capital Replacement Reserve Fund");
- d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Buildings, the Managed Property and the common property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget;

- e) The common expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly installments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;
- f) All payments of whatsoever nature required to be made by each owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;
- g) The Corporation shall, on the application of an owner, purchaser or mortgagee or the solicitor of an owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) days:
- i) the amount of any contribution determined as the contribution of the owner;
  - ii) the manner in which the contribution is payable;
  - iii) the extent to which the contribution has been paid by the owner; and
  - iv) the interest owing, if any, on any unpaid balance of a contribution;
- and, in favour of any person dealing with that owner the certificate is conclusive proof of the matters certified therein;
- h) Upon the written request of an owner, purchaser or mortgagee of a unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
- i) an information statement setting forth all of the following:
    - (A) the particulars of:
      - i. any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation,
      - ii. any unsatisfied judgment or order for which the Corporation is liable, and
      - iii. any written demand made on the Corporation for an amount in excess of five thousand (\$5000) dollars that, if not met, may result in an action being brought against the Corporation;
    - (B) a statement setting out the amount of the Capital Replacement Reserve Fund;

- (C) statement setting out the amount of the contributions and the basis on which that amount was determined;
  - (D) a statement setting out any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included on the Condominium Plan;
  - (E) loan disclosure statements for current loans, including documents showing the starting balance, current balance, interest rate, monthly payment, purpose of the loan, amortization period and default information, if applicable;
- ii) the particulars of or a copy of any subsisting or prior management agreement;
  - iii) the particulars of or a copy of any subsisting recreational agreement (if applicable);
  - iv) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
  - v) a copy of the most current budget of the Corporation;
  - vi) a copy of the annual financial statements of the Corporation;
  - vii) a copy of the Bylaws of the Corporation;
  - viii) in respect of a particular fiscal year, a copy of:
    - (A) all approved minutes of all general meetings of the Corporation, if available,
    - (B) draft minutes of general meetings, if approved minutes are not available, for meetings that occurred at least thirty (30) days before the date of the request, and
    - (C) approved minutes of Board meetings;
  - ix) a statement setting out the Unit Factors and the criteria used to determine Unit Factor allocation;
  - x) a copy of any lease agreement or other exclusive possession agreement with respect to the possession of a portion of the Common Property or real property of the Corporation, including a parking stall or storage unit;
  - xi) copies of Capital Replacement Reserve Fund plans, Capital Replacement Reserve Fund reports and annual reports;
  - xii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included in the Condominium Plan;

- xiii) a consolidation/summary of all the rules made by the Corporation;
  - xiv) current Standard Insurable Unit Description;
  - xv) the text of Ordinary and Special Resolutions voted on by the Corporation and the results of the voting on those resolutions, other than the results of a vote conducted by a show of hands;
  - xvi) copies of reports prepared for the Corporation by professionals, including professional engineers but excluding reports requested and obtained by the Corporation's legal counsel in relation to actual or contemplated litigation;
  - xvii) copies of insurance certificates held by the Corporation; and
  - xviii) copies of policies of insurance held by the Corporation;
- i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the owner or owners from their obligation to pay the contributions or special assessments, or any installments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No owner can exempt himself from liability for his contributions toward the common expenses by waiver of the use or enjoyment of any of the common property or by vacating or abandoning his unit;
  - j) If documents or information under Section 44 of the Act or otherwise by these Bylaws are requested, then the Board, the Manager or the third party that is supplying any documents or information shall be entitled to charge a reasonable fee for the production thereof, including but not limited to such increased fees as outlined in the Regulation for provision of documents on a rush basis.

## **50) SPECIAL ASSESSMENTS**

If at any time it appears that the annual contributions towards the common expenses will be insufficient to meet the common expenses, the Corporation may assess and collect a special contribution or assessment against each unit in an amount sufficient to cover the additional anticipated common expenses. The Corporation shall give notice of such further assessment to all owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the owners in proportion to their unit factors. Unless otherwise provided, all such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

## **51) DEFAULT IN PAYMENT OF ASSESSMENTS**

Default in payment of assessments and lien for unpaid assessments, installments, and payments:



- a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the unit title or interest of such owner. The Corporation shall have the right to file a caveat or encumbrance against the unit title or interest of such owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting owner;
- b) Any other owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the owner in default, with respect to a unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this Bylaw;
- c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- d) In the event of any contribution, assessment against or instalment or payment due from an owner remaining due and unpaid for a period of ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such owner's unit who have notified their interests to the Corporation;
- e) In the event of any contribution, assessment against or instalment or payment due from an owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments and payments for the fiscal year then current upon notice to the owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become

payable on and as of the date of the said notice, PROVIDED THAT no such acceleration shall affect the interests of or be binding upon any registered mortgagee;

- f) Notwithstanding all other provisions hereof the lien, charge, or security created, as hereinbefore mentioned and referred to in the preceding paragraphs, shall be subject always and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by any registered mortgage and the Corporation or other party shall, upon the request of such registered mortgagee, at the expense of such other party or the Corporation, as the case may be, execute and deliver such postponements, agreements or instruments of subordination as the said mortgagee shall reasonably require to fully and effectively establish or maintain its priority as a registered mortgagee in respect of a unit title against which it has registered its mortgage;
- g) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client basis) in registering and discharging a Caveat which either the Manager or the Corporation expends as a result of any act or omission of an owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

## **52) ESTOPPEL CERTIFICATE**

Any certificate as to an owner's position with regard to contributions, expense assessments or otherwise, issued by an officer of the Corporation or the Manager shall be deemed to be an estoppel certificate and the Corporation and all of the owners shall be estopped from denying the accuracy of such certificate against any mortgagee, purchaser or other person dealing with the unit owner but this shall not prevent the enforcement against the unit owner incurring the said expense of all obligations of the said unit owner whether improperly stated in such estoppel certificate or not. Such certificate must include: the amount of contributions payable; the frequency of such contribution; any amount in arrears and any amount of interest owing.

## **53) LEASING OF UNITS**

- a) In the event that any owner desires to lease or rent his unit or Building he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation pursuant to Bylaw 64(b), signed by the proposed lessee or occupant, that the proposed lessee or occupant of the unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations;
- b) The Corporation IS HEREBY AUTHORIZED TO:
  - i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;

- ii) give notices to give up possession of residential units under Section 54 of the Act; and
  - iii) make applications to the Court under Sections 55 and 56 of the Act;
- c) No tenant shall be liable for the payment of contributions or assessments or common expenses under these Bylaws unless notified by the Corporation that the owner from whom he rents the unit is in default of payment of contributions, in which case the tenant shall deduct from the rent payable to the owner, such default contributions and shall pay the same to the Corporation. Any such payment by the tenant shall be deemed to be a rental payment made to the owner.

#### **54) SEVERABILITY**

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

#### **55) NOTICES**

Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if sent by prepaid registered mail to the owner at the address of his unit or other known address or if left with the owner or some other adult person at the said address or to the Corporation at its address for service shown on the condominium plan, or to a mortgagee at its address supplied to the Corporation, or sent via email to an email address provided by an Owner specifically for the receiving of notices and other correspondence from the Corporation. Any notice given by regular mail shall be deemed to have been sent and received seven (7) days after it is posted. Any notice given by email is deemed to have been received by the Owner twenty-four (24) hours after it was sent. An owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws.

#### **56) NOTICE OF DEFAULT TO MORTGAGEES**

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

#### **57) DEBT RETIREMENT ON TERMINATION**

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

#### **58) COMPANY WHICH IS MEMBER OF THE BOARD**

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and

to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

#### **59) ALTERNATE BOARD REPRESENTATIVE**

A representative of a company on the Board may appoint any person whether another owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two (2) votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.

#### **60) PRIVACY AREAS AND PARKING AREAS**

- a) The Board may, in addition to other restrictions set out in these Bylaws, specify and limit the nature and extent of the use or uses of any exclusive use area assigned or designated by it hereunder;
- b) While any such exclusive use area is not included in the condominium plan as part of a condominium unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such exclusive use area shall be maintained at the sole expense of the owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing slush and snow from the outside parking areas of the Managed Property and the driveway, front walkway and front steps and mowing all grass which is accessible by power mowers, and structurally maintaining all parking areas, driveways, decks, patios, steps and walkways to a standard considered reasonable by the Board;
- c) If the owner shall fail to properly maintain any such privacy area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment;
- d) The term exclusive use area does not include any fence, rail or similar structure bordering any designated exclusive use area;
- e) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such

exclusive use area for the purpose of carrying out any of the duties or functions of the Corporation.

#### **61) REALTY TAXES**

The realty taxes and other municipal and governmental levies or assessments against land, including Buildings and improvements, comprising all or any part of the units and the common property comprising the condominium project shall be assessed and imposed in accordance with provisions of the Act.

#### **62) INDEMNIFICATION OF OFFICERS AND MANAGERS**

The Corporation shall indemnify every member of the Board, manager, officer, authorized volunteer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member, manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses. The Corporation may by ordinary resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than Ten Thousand (\$10,000.00) Dollars, the cost of such bonding to constitute a common expense of the Corporation.

#### **63) NON-PROFIT CORPORATION**

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

- a) reasonable compensation may be paid to any member of the Board or owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b) any member of the Board or owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 7(k).

#### **64) USE AND OCCUPANCY RESTRICTIONS**

- a) An owner SHALL NOT:
  - i) use his residential unit or any part thereof, for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such unit unless such use constitutes an authorized, permitted or discretionary use or approved "home

occupation" as defined in the relevant Municipal Bylaw or for any purpose which may be illegal or injurious to the reputation of the project. No owner or occupant shall use a unit to provide a day care center or commercial baby-sitting services without the prior written consent of the Board, which consent may be unreasonably withheld. One annual garage sale for the project shall be held on a date decided by the Board;

- ii) make or permit noise within or about any Building or unit or the common property or allow any odour to emanate or escape from his unit which in the opinion of the Board constitutes a nuisance or unreasonably interferes with the use and enjoyment of a unit or the common property by any other owner or occupant. No instrument or other device shall be used within a Building or unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other owners. Without limiting the generality of the foregoing no noises shall be permitted or caused that exceed the following decibel (db) limits (as measured by a sound meter approved by the Board for use from any boundary of the unit from which the noise is emanating):
  - (A) 15 db on the C scale between the hours of 11:00 p.m. and 8:00 am.
  - (B) 30 db on the C scale between the hours of 8:00 a.m. and 11:00 p.m.

No workman or contractor shall be permitted to do any work in any unit that would disturb any other residents between the hours of 6:00 p.m. and 8:00 a.m. on weekdays or on Saturdays, Sundays or legal holidays without the prior consent of the Board;

- iii) keep any animal, livestock or fowl of any kind, other than household animals and pets as are normally permitted in private homes in urban residential areas and then only if approved by the Board, which approval may be withdrawn on reasonable grounds, and may, if given, be withdrawn anytime on seven (7) days' notice. Only one (1) dog or one (1) cat per unit, neither weighing no more than twenty (20) kilograms, will be approved. All dogs or cats residing in a unit at the date of registration of these Bylaws may continue to reside in the unit for their life, subject to the Board withdrawing approval on reasonable grounds. All dogs and cats must be hand leashed and kept under control and in the custody of a responsible person at all times who shall not allow the animal to befoul or defecate on any landscaped area of the project. Any municipal Bylaws in effect in the municipality in which the parcel is located with respect to animals, livestock and fowl at any point in time shall have effect within the Managed Property and common property and municipal enforcement officers are hereby authorized to enforce the said municipal Bylaws in the Managed Property and common property. An owner agrees to pay to the Corporation the cost of any repairs or damage to the common property necessitated by and caused by an approved pet;

- iv) use or permit the use of his Building or unit other than as a single family dwelling or for a purpose other than for residential purposes, except as may be permitted under relevant Municipal Bylaws as per subparagraph (i) hereof;
- v) permit his Building or unit to be occupied as a place of residence by more than four (4) persons at any given time without the consent in writing of the Board;
- vi) do any act or permit any act to be done, or alter or permit to be altered his Building or unit in any manner, which will alter the exterior appearance of the structure comprising his or any other Buildings or units without the prior written approval of the Board;
- vii) permit laundry to be hung other than inside the Building on his unit;
- viii) erect or place any building, structure, improvement, fixture, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the unit, the common property or on any exclusive use area assigned to him without the prior written consent of the Board;
- ix) permit, erect or hang over or form or cause to be erected or to remain outside any window or door or any other part of the Building, the unit or on the common property, fences, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained, which consent the Board may arbitrarily withhold or subsequently withdraw. In the event such consent is withheld or withdrawn, the owner shall forthwith remove the item. With the exception of small satellite dishes not exceeding sixty (60) centimetres in diameter or in the case of satellite dishes other than circular, not exceeding an area of 2800 square centimetres, no satellite dish, television, mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any unit except as authorized by the Board and then, only in accordance with the regulations therefor which may be established by the Board. All small satellite dishes and their installation must be approved by the Board;
- x) overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials on his unit or on the common property, normal cleaning products, related household goods, and barbeques on patios excepted;
- xi) do anything or permit anything to be done or bring or keep anything in his unit, the Building, the common property or the Corporation property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- xii) do anything or permit anything to be done by any occupier of his unit within his Building or unit, or the common property that is contrary to any statute, ordinance, Bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

- xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place devices or other objects on the lawns and grounds of the common property or the Managed Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- xiv) deposit customary household refuse and garbage outside the Building of his unit other than in proper secure garbage bags tied tightly and placed at the end of the driveway of the unit on days designated for garbage collection. All bulk waste items, such as discarded household furnishings, which the City of Calgary Sanitation Department will not normally collect, shall be removed from the project by the owner at his sole cost and expense;
- xv) erect, place, allow, keep or display signs, billboards, advertising matter "For Sale" signs, reactor lock boxes or other notices or displays of any kind on the common property, or in or about any Building on the unit in any manner which may make the same visible from the outside of the unit or the Building without the prior written approval of the Board;
- xvi) permit any member of his household, guests or visitors to trespass on the part of the parcel to which another owner is entitled to exclusive occupation;
- xvii) use the common driveway or roadway or any part of the common property or Managed Property for the parking of any private motor vehicles except in accordance with permission in writing from the Board;
  - (A) wash private motor vehicles anywhere on the project;
  - (B) carry out any repairs or adjustments to private motor vehicles on the project;
  - (C) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motorhome or recreational vehicle or equipment to be parked or stored on or outside the building or on his unit. An owner may park a holiday trailer or motorhome on the driveway of a unit for purposes of loading and/or unloading during daylight hours only unless otherwise approved in writing by the Board;
  - (D) keep on the parcel, other than enclosed in a garage, any private motor vehicle which is not currently licensed, in operating condition and being used from day to day without the prior written consent of the Board;
  - (E) drive any private motor vehicle on the parcel at a speed in excess of 15 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
  - (F) park or store any private motor vehicle or allow any member of his household to park or store any private motor vehicle on those



- areas of the common property designated for Visitor parking without the express consent of the Board first had and obtained;
- (G) not park any private motor vehicle anywhere on the project which leaks excessive amounts of oil or grease or leaks any gasoline or which is, in any other way, offensive or hazardous;
  - (H) park more than one (1) private motor vehicle on the concrete pad in front of the garage provided such private motor vehicle must not extend into the common roadway;
  - (I) park any private motor vehicle on the roadway;
- xviii) obstruct or permit any passage or driveways or parking areas to be obstructed by any occupant, his family, guests or visitors or their vehicles. Guests shall only park on an owner's driveway or in a visitor parking stall;
  - xix) allow his Building, unit, or any privacy area assigned to him to become unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up a unit or the common property in close proximity to an owner's premises to its satisfaction and charge the expense to the owner;
  - xx) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the Building or any load bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. The owner requesting such approval agrees to pay the cost of any engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
  - xxi) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
  - xxii) be responsible for snow removal other than from his patio or deck and back steps;
  - xxiii) use his deck or patio or other areas outside of his Building for the storage of personal belongings or other goods or chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the Building of his unit when not in actual use, and each owner will comply with all reasonable requests of the Board or its representatives that all household or personal effects or articles belonging to an owner's household be put away inside such Building when not in actual use excluding patio/lawn furniture, flower pots and barbeque units;

- xxiv) cook on a balcony other than using a gas or propane barbecue which is to be covered at all times when not in use, with a suitable barbecue cover that is in good condition, and that the natural gas supply valve supplying natural gas to the barbecue is to be in the off position at all times when the barbecue is not in use;
  - xxv) prevent or prohibit access to and use of exterior water taps or electrical plugs on the Building of his unit for purposes of maintaining common property;
  - xxvi) without the prior written consent of the Board, have any right of access to those portions of the Managed Property or common property used from time to time for mechanical systems, utilities areas, building maintenance, storage areas, operating machinery or any other parts of the Managed Property or common property used for the care, maintenance or operation of the project generally;
  - xxvii) use foil, bed sheets, flags or other offensive material on any window;
  - xxviii) feed or harbour squirrels, pigeons, gulls or other wild animals or birds on any unit or anywhere on the common property;
  - xxix) render a Building unfit for human habitation;
  - xxx) paint, decorate or otherwise alter any portion of a Building or a unit required to be maintained by the Corporation without the express, prior, written consent of the Board;
  - xxxi) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas or other decorations that will be visible from the exterior of the unit with the exception of the time period between December 1st of each year to January 31st of the following year;
- b) An owner shall ensure that his occupants comply with those requirements that the owner must comply with under Subsection (a) hereof and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the units and residential dwellings on behalf of the owners obtain from the tenants an undertaking, in writing, to the following effect:

" \_\_\_\_\_, covenant and agree that I, the members of my household and my guests from time to time will, in using the unit rented by me, any exclusive areas relating to the unit and all the Managed Property and common property, comply with the *CONDOMINIUM PROPERTY ACT* the Bylaws and all rules and regulations of the Corporation during the term of the tenancy."

## 65) MANAGED PROPERTY

### Restricted Development, Architectural Standards:

- a) No owner shall improve, develop, construct upon or otherwise modify his Building or unit unless such development or improvement strictly complies with

any and all development restrictions imposed upon the unit by the Municipal Authority (whether disclosed on title to the unit or not), and the Architectural Standards;

- b) The Corporation is hereby empowered, and the Board is authorized on behalf of the Corporation, to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with Bylaw 65(a) hereof and enforce the Architectural Standards (enforcement to be limited to the extent it is limited by law);

#### **66) ELEMENTS OF MANAGED PROPERTY**

Without limiting the definition thereof in Bylaw #1(o), "Managed Property" shall be comprised of those portions of the units comprised of lawns (excepting flower beds), walkways, driveways, wooden decks, front porches and steps, fences, the exterior of any and all Buildings on the units (EXCLUDING those portions of the doors and windows which are the responsibility of the owner), including roofs, foundations and structural elements built in accordance and compliance with this Bylaw and all municipal and provincial requirements, codes and standards. Without restricting the generality of the foregoing, "Managed Property" includes all parts of the unit up to, but not including, the interior finishing of the floors, walls and ceilings in all Buildings on the units and all utility and service lines and facilities, irrigation systems and common light standards serving any unit or the common property;

#### **67) DUTIES AND RESTRICTIONS ON OWNERS REGARDING MANAGED PROPERTY**

Each owner shall, in respect to the Managed Property on or in his unit:

- a) permit the Corporation (and anyone who is agent for or authorized or directed by the Corporation) to enter his unit for any and all purposes of inspection, maintenance, repair, upkeep, cleaning and control (generally) of the Managed Property as if same were common property;
- b) adhere to, comply with and strictly observe this Bylaw and all rules, regulations, Bylaws, resolutions and other requirements of the Corporation and its insurers as same relate to the Managed Property; provided that in the absence of anything expressly to the contrary, the rules, regulations, Bylaws, resolutions and other requirements as shall apply to the common property shall apply to the Managed Property;
- c) shall not, in any manner whatsoever, interfere with, prohibit or hinder the Corporation in carrying out its duties, powers, obligations and responsibilities arising hereunder or in connection with any of the Corporation's inspection, maintenance, repair, upkeep, cleaning or control of the Managed Property; and
- d) shall, not in any manner whatsoever without first obtaining the consent of the Board, change, improve, alter, adjust, remove, disfigure or otherwise disturb the Managed Property or any part or component thereof.

#### **68) POWERS, DUTIES AND RESTRICTIONS OF THE CORPORATION**

The Corporation:

- a) shall, in addition to and without limiting its powers relating to the management and control of common property, be empowered to:
- i) enact rules and regulations relating to the management and control of the Managed Property;
  - ii) employ and contract for services for repair, maintenance, replacement, cleaning and other similar services (INCLUDING painting, gardening, lawn mowing and snow removal) necessary to properly maintain the Managed Property;
  - iii) as part of and in accordance with its general power of levying assessments, assess the owners for their respective shares in the costs of the Corporation carrying out of its duties hereunder; and
  - iv) generally manage, operate and control the Managed Property in accordance with such election as if and to same extent as if the Managed Property was common property;
- b) shall, in addition to and without limiting its obligations generally relating to the maintenance, management, repair and control of common property, control, manage, maintain, repair and administer the Managed Property unless otherwise directed by ordinary resolution of the Corporation, provided that such duties and obligations may, from time to time, be amended and adjusted (INCLUDING without limitation, by increasing or reducing same) by ordinary resolution of the Corporation. If, pursuant to ordinary resolution, it is resolved that the Corporation shall be relieved and is not, from the effective date thereof, to be responsible for the management, repair, maintenance, upkeep, replacement and control of the Managed Property, all such duties and responsibilities shall therefore be performed by the unit owners and these Bylaws shall be interpreted accordingly PROVIDED NEVERTHELESS THAT the Corporation shall continue to be responsible for and perform its insurance and Capital Replacement Reserve Fund obligations under these Bylaws and its duties to maintain, repair, replace and manage the common property units;
- c) to the extent that the Board shall determine practicable, insure the Managed Property (or such part or parts thereof as the Board determines is reasonable, feasible and economic) as the Board is otherwise required by these Bylaws.

## **69) CHANGE OF LEGISLATION**

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

## **70) ARBITRATION AND MEDIATION**

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under *THE ARBITRATION ACT*.

**71) EASEMENT RIGHTS**

- a) There is hereby created in respect of each unit shown in the Bare Land Condominium Plan in favour of the owner of that unit, and as appurtenant thereto, easements for the provision of water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television through or by means of any pipes, wires, cables or ducts for the time being existing in the parcel to the extent to which those pipes, wires, cables or ducts are capable of being used in connection with the enjoyment of the unit;
- b) There is created, in respect of each unit shown in the Bare Land Condominium Plan as against the owner of that unit, easements to which the unit is subject for the passage or provisions of water (INCLUDING irrigation water), sewerage and sanitary disposal, drainage, gas, electricity, garbage, artificially heated or cooled air and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts appurtenant to the common property and also to every other unit capable of enjoying those easements;
- c) The local authority and owner of any utility service who is providing services to the parcel or to any unit on it and the Corporation, is entitled to benefit of these easements that are appropriate to the proper provision of service provided but not to the exclusion of any other utility service;
- d) All ancillary rights and obligations which are reasonably necessary to make this easement effective, apply in respect of the easements created herein, including the right of an owner of a dominant tenement to enter a servient tenement to install, maintain, replace, renew or restore anything from which the dominant tenement is entitled to benefit;
- e) Any unit owner, the Corporation or the local authority shall, in carrying out any operations pursuant to sub clause (d) hereof, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the owner or occupier of a unit as is reasonably possible and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition;
- f) This easement does not affect the ownership, or the maintenance obligations of any utility services located within the parcel. In other words, all utilities are to be treated as if the parcel was a conventional condominium development;
- g) The benefit and the burden of this easement shall run with the Land. "Land" means the parcel comprised in the Condominium Plan including all Bare Land Condominium units and the common property;
- h) As each of the units is both a dominant and servient tenement, this Private Utility Easement shall be construed so that each unit owner shall have granted this easement in respect of each unit to the benefit of each unit owner in respect of the parcel save for that unit; and

- i) This easement cannot be changed without the express written consent of any utility owner, including but not limited to the City of Calgary, Telus Communications Inc. and Atco Gas.



231279968

231279968 REGISTERED 2023 09 15  
CCBL - CHANGE OF BY-LAWS  
DOC 1 OF 1 DR#: E008P9J ADR/CALLUNTY  
LINC/S: 0026726489