

DARLINGTON ARMS CONDOMINIUM

BYLAWS OF CONDOMINIUM CORPORATION NO. 981 1439

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Alberta Personal Information Protection Act S.A. 2003 C. P-6.5 ("PIPA") "The Board of Directors shall endeavour to keep individual Owners' personal information confidential and will not disclose same without their consent, as set forth in PIPA, however, the Unit Owners agree and specifically consent to give the Board 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 the Condominium Corporation No. 981 1439 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 (Instrument #091 040 038) in their entirety.

DARLINGTON ARMS CONDOMINIUM

BYLAWS OF CONDOMINIUM CORPORATION NO. 981 1439

I. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these Bylaws, when capitalized and unless the context or subject matter requires a different meaning:

- (a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) "Annual General Meeting" shall mean the General Meeting held once in each calendar year and not more than fifteen (15) months apart, and further outlined and defined in Bylaw 23;
- (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 Condominium Corporation elected pursuant to these Bylaws;
- (e) "Board Member" means duly elected members of the Board;
- (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 any portions of the Units for which the Corporation is responsible, any real and personal property of the Corporation and the Common Property;
- (h) "Capital Replacement Reserve Fund Plan" means the plan adopted by the Board in order to establish a Capital Replacement Reserve Fund for the purposes of providing sufficient funds which can reasonably be expected to cover the cost of major repairs which are of a nature that do not occur annually or replacement of the Common Property or the components thereof;
- (i) "Capital Replacement Reserve Fund Study" means the study to be undertaken by the Board in order to prepare a report in respect of the Common Property for the purposes of determining the life expectancy of the Common Property and the landscaping of same, and the estimated costs of major repair or replacement of the Common Property or components thereof being major repairs or replacements which are non-annual in nature;

- (j) "Common Expenses" (elsewhere commonly referred to as "condominium fees" or "assessments") means the expense of performing the objects and duties of the Corporation and any other expenses specified as common and reserve expenses in these Bylaws and may include expenses incidental to the property of the Corporation or the Common Property or expenses incurred by the Corporation behalf of all Owners;
- (k) "Common Property" means that portion of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan including, but not so as to limit the generality of the foregoing: the exterior windows and doors (meaning those that are located on the exterior walls of a Unit) (including sliding glass doors but specifically EXCLUDING screen doors), including the glazing, window frame, window assembly components, window casing, trim and moldings of the exterior windows and door frame and door assembly components, door casing, trim and moldings of such part of the exterior doors, the Laundry Room, the Storage Room, the landscaped areas, the grade or surface level Parking Stalls, the underground parkade, the internal roadway and common walkway systems, balconies, decks and patios (which may be assigned as Privacy Areas pursuant to these Bylaws), driveways, the underground irrigation system and all Utilities, all personal property and equipment owned by the Corporation, the common party walls, light standards, and other Privacy Areas pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain, repair and replace;
- (l) "Condominium Plan" means the Condominium Plan registered at the Land Titles Office under the Act as No. 981 1439;
- (m) "Corporation" means the Corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 981 1439";
- (n) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;
- (o) "General Meeting" includes both Annual General Meetings and Special Meetings and means those meetings, held upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;
- (p) "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;
- (q) "Interest Rate" means eighteen (18%) percent per annum or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;

- (r) "Laundry Room" means the portion of the Common Property, located on the main floor in the Northwest corner of the lobby area which, at the date of these Bylaws, contains one (1) washing machine and (1) dryer and which is further used for bicycle storage, and janitorial storage, and which is further governed by Rules and Policies of the Board;
- (s) "Manager" means any property manager contractually appointed by the Board;
- (t) "Mortgagee" means the holder of a mortgage registered against the title to one (1) or more Units;
- (u) "Municipality" means the City of Calgary;
- (v) "Occupant" means a person other than an Owner present in a Unit or upon the Common Property with the permission of the Owner or the Corporation, as the case may be;
- (w) "Ordinary Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation:
 - A. where, on a show of hands, more than fifty (50%) percent of all the persons present at such meeting and entitled to vote do vote in favor of the resolution; or
 - B. where, on a poll, the number of Unit Factors representing the votes cast by persons voting in favour of the resolution is more than fifty (50%) percent of the total Unit Factors for all the Units of persons present at the meeting, either personally or by proxy;
 - (ii) in writing signed by persons who are entitled to vote pursuant to the Act and these Bylaws and who represent more than fifty (50%) percent of all Units AND more than fifty (50%) percent of the Unit Factors for all the Units;
- (x) "Owner(s)" means a person or persons who is or are registered as the Owner(s) of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 61, that term includes a Tenant;
- (y) "Parcel" means the land comprised in the Condominium Plan;
- (z) "Parking Area(s)" includes the Parking Stalls, Parking Units and loading zone which is designated on the Northeast corner of the Parcel, adjacent to the east side of the building, all as governed by these Bylaws and Rules and Policies in place by the Board;
- (aa) "Parking Stall(s)" means the sixteen (16) surface parking stalls located on the Parcel and assigned by the Board and in accordance with these Bylaws and the Rules and Policies in place by the Board from time to time;
- (bb) "Parking Unit(s)" means Units 41-64 on the Condominium Plan;

- (cc) "Privacy Area(s)" means any area granted to an Owner pursuant to Bylaw 57 and is those areas, being part of the Common Property, which comprises the balcony area or patio area affixed to a Unit to which the Owner has sole access, and can further include any Parking Stall located on the Common Property which has been assigned to an Owner and any Storage Space located on the Common Property which has been assigned to an Owner, and any other portion of the Common Property designated by the Corporation for the exclusive use of any Owner and which the Board deems suitable for use in conjunction with a Unit, all as further outlined in Bylaw 57;
- (dd) "Private Motor Vehicle" means small, medium and full-sized cars, station wagons, light trucks up to 3/4 ton size, vans, mini-vans, motorcycles and sport utility vehicles;
- (ee) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and Buildings which constitute the Units and Common Property;
- (ff) "Regulation(s)" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- (gg) "Rule(s)" or "Policy(ies)" means a rule or policy established by the Board from time to time in accordance with these Bylaws;
- (hh) "Special Business" means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws; Special Business may or may not require a Special Resolution to be passed;
- (ii) "Special Meeting" means all General Meetings other than Annual General Meetings and further outlined and defined in Bylaw 24;
- (jj) "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 at least seventy-five (75%) percent of all the persons who are entitled to vote pursuant to the Act or these Bylaws; AND who represent at least seventy-five (75%) percent of the Unit Factors for all the Units; or
 - (ii) in writing signed by persons who are entitled to vote pursuant to the Act and these Bylaws and who represent at least seventy-five (75%) percent of all Units AND at least seventy-five (75%) percent of the Unit Factors for all the Units;
- (kk) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not they are legally married;

- (ll) "Storage Area(s)" includes the Storage Spaces and Storage Units, and any other portion of the Common Property, located on the main floor in the Northeast corner of the lobby area which, at the date of these Bylaws, is used for storage of bicycles and which is further governed by Rules and Policies of the Board;
- (mm) "Storage Space(s)" means the twelve (12) Storage Areas located on the basement floor of the Common Property and assigned by the Board in accordance with these Bylaws and the Rules and Policies in place by the Board from time to time;
- (nn) "Storage Unit(s)" means Units 65-86 shown on the Condominium Plan;
- (oo) "Standard Insurable Unit Description" means a description of the typical features in a Unit, as may be required by the Regulation;
- (pp) "Tenant" means the rightful and lawful Occupant or lessee of a Unit, whether or not the Occupant is an Owner, who is in occupation of a Unit in excess of thirty (30) consecutive days;
- (qq) "Unit" means a space situated within a building and described as a Unit (and where appropriate throughout these Bylaws, includes Parking Unit or Storage Unit as applicable) in the Condominium Plan by reference to floors, walls and ceilings within the Building and, for the purposes of these Bylaws where applicable (not in respect of Parking Units or Storage Units) SHALL INCLUDE:
 - (i) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the Unit;
 - (ii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood look-a-likes;
 - (iii) all window screens and screen doors;
 - (iv) all non-load bearing partitions, including their studs;
 - (v) all items not necessarily common to all Units including, but not limited to, intercommunication systems, security systems and air conditioning systems, whether or not the were installed at the time of the Unit construction or at a later date;
 - (vi) all Unit plumbing, including pipes and fixtures (inflow, outflow, drainage and sewage to the extent the same are not used by any other Unit) inside the interior finishing of the Unit, the Unit shut-off valve, and including, but not limited to:
 - A. bathroom fixtures such as baths, showers, toilet and sinks;
 - B. all plumbing traps;
 - C. kitchen sink and pipes under the sink; and

D. all water taps (in the kitchen and bathroom).

- (rr) "Unit Factor" means that fraction expressed in ten-thousandth (1/10000) shares that each Unit owns in the Common Property and as is more particularly specified or apportioned and described in and set forth on the bare land Condominium Plan;
- (ss) "Utilities" means all shallow and deep utilities as are installed for the use and enjoyment of the Units including, but not limited to, all mains, pipes, wires, sewers, ducts and cables related to the provision of all sewage, water, sanitation, gas, electrical transmission, telephone, telecommunications and cable television facilities to the Units; and
- (tt) "Written Notice" shall mean notice provided in accordance with Bylaw 53 and shall at all times include email, provided the Owner has specifically provided an email address to the Corporation for the receipt of condominium notice and further "written consent", "written approval", "written permission" or "in writing" shall at all times include consent, approval or permission requested and/or given via email;

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, RSA 2000, c. L-4* or the *Law of Property Act, RSA 2000, c L-7*, as amended from time to time or in any statute or statutes passed in substitution therefor.

Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and any reference to "their" shall be read to encompass masculine, feminine, non-binary and any and all genders, and words importing persons include firms and Corporations and vice versa, where the context so requires.

2. MISCELLANEOUS PROVISIONS

(a) Headings

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

(b) Rights of Owners and Corporation

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 or Regulation.

(c) Conflict with Act

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

(d) 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. For the purposes hereof, replacement shall include improvement, enhancement, redecoration and betterment, as the case may be, all in accordance with the totality of these Bylaws.

(e) Severability

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

II. THE OWNERS**3. 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 Written Notice (except in case of an Emergency Situation when no notice is required), to enter their Unit for the purpose of:
 - (i) inspecting the Unit;
 - (ii) inspecting and maintaining, repairing or renewing party walls and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities, heat or air conditioning for the time being existing in the Unit and used or capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - (iii) maintaining, repairing or renewing Common Property;
 - (iv) ensuring that the Bylaws are being observed;
 - (v) doing any work for the benefit of the Corporation generally, including but not limited to carrying out work or other obligations which the Owner has neglected, failed or refused to carry out;
 - (vi) remedying, stopping, rectifying, repairing and preventing any loss to person or property;
 - (vii) gaining access to meters and/or valves relating to any Utility.

PROVIDED THAT, unless there is an Emergency Situation:

- (viii) a notice, in writing, stating the reason for the entry, and noting the date and time of entry, has been served on the Owner of the Unit or an adult person in possession of the Unit at least twenty-four (24) hours before the time of entry;
- (ix) the entry is between 8:00 a.m. and 8:00 p.m.; and
- (x) entry is to be on a day that is not a holiday, except that the person may enter on a Sunday if the day of religious worship of the adult person in possession of the Unit is not Sunday and that the adult person has provided to the person wishing to enter the Unit a Written Notice of the adult person's day of religious worship;

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be reviewed by the Corporation and charged to the Owner, if appropriate;

(b) forthwith:

- (i) carry out all work that may be ordered by the Municipality or public authority in respect of their Unit; and
- (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Unit;

(c) duly and properly clean, wash, repair, maintain and, when required, replace:

- (i) the interior of their Unit and all Betterments and Improvements and additions thereto;
- (ii) with respect to windows and doors:
 - A. all windows of the Unit that are located on the interior walls of the Unit, including the glazing, window screens, window jambs, window assembly components, if any, and interior window trim (and weather stripping) of all windows;
 - B. all doors located on the interior walls of a Unit, including the weather stripping, door frame, door hardware, door lock assembly, door assembly components, if any, trim located inside the Unit. Owners shall paint the interior trim and interior surface of any exterior doors (including the Unit access door);
 - C. all screen doors, storm doors or roll shutters installed after prior written approval of the Board; and
 - D. all window screens;
- (iii) all bulbs in light fixtures attached to the exterior of the Unit;
- (iv) the doorbell buttons affixed to their Unit;

- (v) the furnace, hot water tank and all ducting and thermostats contained inside the Unit, including but not limited to the dryer vent;
- (vi) all electrical, electronic and mechanical devices which are mounted or located on the interior or exterior of the Unit for the Owners' own use entirely including, but not limited to, components of intercommunication systems and security systems;
- (vii) all parts and components of dryer vents EXCLUDING the dryer vent in the Laundry Room;
- (viii) the cleaning of any tubing for heating radiators NOTING THAT the maintenance of same is the responsibility of the Condominium Corporation;
- (ix) the locking mechanism of the mailbox, NOTING THAT maintenance of the mailbox itself is the responsibility of the Corporation;
- (x) common area keys, key fobs and parkade access remote controls, the maximum number of which to be issued per Unit to be at the discretion of the Board. Serial numbers for lost or stolen remotes or fobs shall immediately be provided to the Corporation so that they may be deactivated;
- (xi) the water pipes and plumbing fixtures inside and including any Unit shut-off valves for the use by the Unit;
- (xii) any fence surrounding a Privacy Area including privacy dividers (if any);
- (xiii) smoke and carbon monoxide detectors, if any, including the batteries associated therein; and
- (xiv) any interior wall or ceiling mounted, self contained heating, ventilation or air conditioning/cooling systems located in this Unit (that do not form part of any common air conditioning system), including, but not limited to, the maintenance and replacement of air conditioner filters on a regular basis, NOTING THAT no such air conditioning/cooling system can be installed without the prior written consent of the Board and that all in-window air conditioning systems are prohibited;

SPECIFICALLY EXCLUDING:

- (xv) the painting of the exterior surface or finishing of exterior access doors;
- (xvi) damage which the Corporation is responsible pursuant to these Bylaws;
- (xvii) all outer boundaries, walls and other outside surfaces and roofs and eavestroughs;

- (xviii) all other outside hardware and accoutrements affecting the appearance, usability, value or safety of the Unit or building;
- (d) maintain and keep in a neat, clean and tidy state and appearance consistently with an in total integrity with the balance of the Project, any Privacy Area allocated to the Owner in a reasonable manner and keep clear it free of debris and if the Owner shall not maintain their Unit and Privacy Area to a standard similar to that of the remaining Common Property, 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 45 shall apply;
- (e) carry a condominium Unit Owner's insurance policy in accordance with Bylaw 46 and in consultation with their professional insurance provider;
- (f) require all contractors or workmen performing work in their Unit to abide by these Bylaws and any other Rules and Policies set by the Board from time to time;
- (g) refrain from any activity on the roofs or balconies of a Building or Unit which would in any way compromise the integrity of the structure and in particular, the waterproofing membranes of the building underneath such area;
- (h) be deemed to have consented to the use of security camera and surveillance equipment in the Project to be used by the Board as reasonably required to enforce Bylaws and efficiently manage the Project;
- (i) except as otherwise specifically permitted herein, shall not do or permit anything to be done that may cause damage to or that will alter the appearance of the Common Property (including any Privacy Areas to which the Owner has been granted exclusive use) and shall not make any repairs, additions or alterations to the Common Property the exterior of a Unit or the Building (including but not limited to, interior and exterior load bearing walls, support columns and partition walls but excluding interior decoration), or to the plumbing, mechanical or electrical systems within their Unit, whether serving only their Unit or the Project generally (which shall include, but without limiting the generality of the foregoing, the installation of any washing machines, dryers, dishwashers, garburators, sinks or taps) without first obtaining the written consent of the Corporation. The Board may establish Rules or Policies with respect to the alteration of Units or Privacy Areas as above that must be adhered to by the Owner at all times. FURTHER:
 - (i) the Owner requesting such consent and approval agrees to pay the cost of any consultant, engineer or architect engaged by the Board to review the design and specifications, if applicable;
 - (ii) any worker or tradesperson retained to do the work shall meet such reasonable standards of certification, qualification, expertise and proficiency as required by industry standard or established by the Board;

- (iii) in the event that any and all such alterations, improvements or additions are not maintained by the Owner to the satisfaction of the Board, the Board may elect upon ten (10) days' Written Notice to order the area be restored or removed. If the Owner fails to comply with such order, the Board or its duly authorized representative may carry out the restoration and any costs incurred by the Corporation, including but not limited to legal costs on a solicitor and their own client indemnification basis, 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. To the extent that the costs are not paid by the Owner, they may be charged back against the Unit as if an unpaid contribution;
 - (iv) the current Owner of a Unit shall be liable and responsible for any and all such alterations, improvements and additions made by any and all prior Owners of the Unit and shall also be responsible for notifying any potential purchasers of the Unit of any and all such alterations, improvements and additions for which they may become liable and responsible for under this Bylaw; and
 - (v) the Corporation shall not be liable for any damages, costs or any other liability arising from the improvement, addition or alteration, to the improvement, addition or alteration or as a result of the improvement addition or alteration.
- (j) use and enjoy their Unit and the Common Property in accordance with these Bylaws and all Rules and Policies prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, Occupants, or their families or visitors and to be respectful and courteous to and respect the rights of such other Owners, Occupants and their families and visitors;
 - (k) not use their 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 Occupant of another Unit (whether an Owner or not) or the family or visitors of such an Occupant;
 - (l) not use their Unit or the Common Property, or any part thereof, for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such area, including without limitation, using the Unit to provide a day care center, babysitting service, bed and breakfast service or hotel like service, except with the express written approval of the Board and EXCEPTING the use of their Unit for a home office or home craft (both of which shall be permitted provided the use of same is not causing an unreasonable nuisance or hazard to any other Owner or Occupant);
 - (m) notify the Corporation forthwith upon any change of Ownership or of any mortgage, lease, builders lien, caveat, encumbrance or other dealing in connection with their Unit;
 - (n) comply strictly with these Bylaws and with such Rules or Policies as may be adopted pursuant thereto from time to time and cause all Occupants of and visitors to their Unit to similarly comply;

- (o) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against their Unit together with interest on any arrears thereof at the Interest Rate calculated from the due date;
- (p) 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 their Unit, or enforce these Bylaws or the Act, and such legal expenses shall be paid on solicitor and their own client indemnification basis plus all disbursements and costs relating thereto;
- (q) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Buildings, Common Property or any Unit which, in the sole discretion of the Board, is the responsibility of such Owner, their Occupants or invitees, or by any default under these Bylaws by such Owners, Occupants and/or invitees up to the amount of the insurance deductible of the Corporation (whether an insurance claim is made by the Corporation or not);
- (r) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the Buildings, Common Property or any Unit which originated in such Owner's Unit up to the amount of the insurance deductible of the Corporation (whether an insurance claim is made by the Corporation or not);
- (s) if they wish the Corporation to respond to their suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager (or, if there is no such Manager, to a Board Member). The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted;
- (t) deposit with the Corporation, as requested, duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary terms;
- (u) pay to the Corporation on demand any bank charges, administration charges or Corporation charges for any late or "NSF" debit or default by such Owner; and
- (v) not unreasonably interfere with the lawful activities of the Board or the Corporation.

III. THE CORPORATION

4. DUTIES OF THE CORPORATION

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

- (a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;

- (b) take all steps it deems necessary to manage, maintain and administer the Common Property and do all things required of it by the Act, these Bylaws and any other Rules and Policies 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 or replacement where reasonably necessary) and keep in good order and condition the elevators (INCLUDING shafts, pits and the elevator machinery room), common exterior lighting and exterior light fixtures (excluding bulbs in light fixtures on the balcony area of each Unit and any commercial signage and lighting), common security system and security system annunciator panels, emergency generator rooms, fire prevention system and boxes, all common heating and air-conditioning systems, all electrical and mechanical rooms, storage and janitorial equipment spaces, mail areas, enter-phone systems, central alarm and control room, common camera and surveillance and security systems, common ground floor entrances, lobbies, and vestibules, hallways, and the stairs and stairwells;
- (d) provide and maintain in force all such insurance as is required by the Act, Regulation 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) maintain and repair (whether as a result of reasonable wear and tear or otherwise) (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) the following:
 - (i) all exterior or outside surfaces of the Buildings, without limiting the generality of the foregoing:
 - A. roofing materials and exteriors of roof, eaves troughs and exterior drains and exterior trim and beams;
 - B. all exterior windows and doors including glazing, frame, sash, sills, door hardware and locks, and assembly components that are located on exterior walls but EXCLUDING any responsibility assigned to the Owners pursuant to Bylaw 3;
 - C. all garage doors, including the hardware, lift mechanism and assembly components;
 - D. any exterior trim, caulking and leakage around exterior windows and exterior door; and
 - E. the painting of the exterior trim of windows and doors, exterior surfaces of Unit access doors and the garage doors;

- (ii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Buildings or Unit and the Common Property including the structural maintenance of all Privacy Areas (but provided that the general cleaning, care and maintenance of any Privacy Area shall be the prime responsibility of the Owner to which the Privacy Area has been assigned);
- (iii) the parkade, all Parking Stalls, parkade garage doors and access systems, parkade ramps, entrances and driveways including:
 - A. cleaning and washing;
 - B. painting and lighting;
 - C. surface maintenance; and
 - D. structural repairs;

PROVIDED ALWAYS THAT maintenance and repair expenses incurred by the Corporation with respect to Parking Units or other Parking Areas as a result of an Owner's violation or default under these Bylaws or any Rules or Policies shall be charged back to the account of the said Owner and the Corporation shall have the same rights to recovery of such expenses as other assessed contributions;

- (iv) all Unit house numbers and mailboxes (NOTING THAT the mailbox lock is the responsibility of the Owner);
- (v) all landscaping, shrubbery, grass, plants, flowers and trees on the Common Property, including the garbage/recycling enclosures, "front yard" space, and the Project sign/awning;
- (vi) all walkways, driveways, roadways and structural maintenance of Privacy Areas;
- (vii) all common fencing surrounding the Parcel (EXCLUDING privacy fences and privacy dividers);
- (viii) all light fixtures on the exterior of the Unit (EXCLUDING bulbs, which shall be the responsibility of the Owners where noted), elsewhere on the Common Property, the common walkway lights, and any security lighting (INCLUDING the bulbs);
- (ix) any venting on the exterior of the Unit or on the roof of the building and all zone valves whether within or outside the Unit; and
- (x) all common Utility services serving more than one (1) Unit within, on, in, under or through the Units and Common Property, including any underground sprinkler system (if any), and all Utilities outside the interior finishing of the floors, walls and ceilings of a Unit;

- (f) make reasonable efforts to clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property which are designated for vehicular or pedestrian traffic or outside parking NOTING THAT an Owner shall clear snow, slush and debris from the Privacy Area patio and/or balcony;
- (g) keep and maintain in good order and condition all grassed or landscaped areas NOTING THAT the general cleaning and day-to-day maintenance of any Privacy Area (INCLUDING fences) designated to an Owner under these Bylaws shall be the responsibility of the Owner to whom such Privacy Area has been assigned;
- (h) provide for the regular collection of garbage, recycling and refuse from the Project and provide adequate garbage, compost and recycling receptacles and pads and containers on the Common Property for use by all of the Owners, but only if same is not provided by the Municipality;
- (i) 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*;
- (j) subject always to and in accordance with the Act and any Regulation:
 - (i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair, prudent and reasonably sufficient to pay for major repairs and replacements of:
 - A. any portions of the Units for which the Corporation is responsible;
 - B. any real and personal property owned by the Corporation; and
 - C. the Common Property;

where the repair or replacement is of a nature that does not occur annually;
 - (ii) maintain such funds in separate trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;
 - (iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital improvements of the Corporation unless such improvements are authorized by Special Resolution and there will be sufficient funds remaining in the Capital Replacement Reserve Fund to meet the requirements of Bylaw 4(j)(i). 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;

- (iv) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - A. the amount of the Capital Replacement Reserve Fund as of the last day of the immediately preceding fiscal year;
 - B. all payments made into and out of the Capital Replacement 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; and
 - 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.
- (v) 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 Capital Replacement Reserve Fund report;
- (vi) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund Plan was approved, carry out a new Capital Replacement Reserve Fund Study, prepare a new Capital Replacement Reserve Fund report, approve a new Capital Replacement 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 Capital Replacement Reserve Fund;
- (vii) within ten (10) days of receipt of a written request from an Owner, purchaser or Mortgagee of a Unit, provide to the person making the request at their own expense, a copy of the most recent Capital Replacement Reserve Fund report, Capital Replacement Reserve Fund Plan and or annual report;
- (k) 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;

- (l) pay all legal expenses incurred by the Corporation to collect any expense whatsoever levied or assessed against a Unit, or to enforce these Bylaws or the Act, and at their sole and unfettered discretion, levy or assess one or more Units with the legal expense on a solicitor and their own client indemnification basis plus all disbursements and costs related thereto;
- (m) keep and maintain for the benefit of the Corporation and all Owners copies of all documents that the Corporation is required to keep on behalf of the Owners, including but not limited to details of actions, claims and demands made against the Corporation, building assessment reports, professional reports and opinions, manuals, drawings and schematic instructions, warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation;
- (n) provide to an Owner, purchaser or Mortgagee of a Unit the Corporation on request and within ten (10) days of receiving that request, all documents as may be required to be provided under section 44 of the Act and applicable provisions of the Regulation;
- (o) 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;
- (p) establish and maintain hard surfacing on all areas of the Parcel designated for vehicular traffic and outside parking and establish and maintain lawns, trees and shrubs and other landscaping on the Common Property which the Corporation is required to maintain and replace, in the sole discretion of the Board, any lawns, trees or shrubs which die or such other property adjacent or related to the Parcel as designated by the Municipality for maintenance by the Corporation; and
- (q) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, the cost of such repair, replacement, or maintenance (or up to the amount of the insurance deductible whether an insured loss or not and regardless of whether an insurance claim is made or not) will be charged back to the responsible Owner.

5. 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%) percent of the current year's Common Expenses budget has been approved by Ordinary Resolution or the maximum amount of borrowing for the Corporation for that fiscal year, as adopted by a previous Ordinary 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 Occupant of a Unit for the provision of amenities or services by it to the Unit or to the Owner, Tenant or Occupant 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 (including but not limited to a Parking Stall, Storage Space or an extra parking space) for such consideration and on such terms and conditions as it deems requisite, any such grant to be terminable on reasonable notice (except where specifically noted in Bylaw 57), 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) grant an Owner a lease under the Act on such terms and conditions as may be determined by the Board from time to time PROVIDED THAT such lease shall be available only for the benefit of Owners, purchasers, Tenants and other lawful Occupants of such Unit and shall not be assignable to anyone who is not an Owner or purchaser by Agreement for Sale of such Unit and shall be terminable on thirty (30) days Written Notice by the Corporation as against any grantee, lessee or assignee who ceased to be an Owner or Occupant under the Agreement for Sale of such Unit;
- (h) make such Rules and Policies as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto. Noting that:
 - (i) any Rule or Policy established by the Board may be amended or repealed by an Ordinary Resolution; and
 - (ii) at least thirty (30) days before a new Rule or Policy comes into effect the Corporation shall provide Written Notice of the new Rule or Policy 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 or Policy that comes into effect immediately upon providing notice to the above if the Rule or Policy addresses a safety concern or an Emergency Situation;
- (i) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;

- (j) 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 provided herein;
- (k) charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (l) 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;
- (m) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repairs or expenses not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (n) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (o) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (p) subject to any limitations and prohibitions contained in the Act, these Bylaws or 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; and
- (q) levy penalties by way of monetary or non monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner, Occupant or Tenant.

IV. THE BOARD AND BOARD MEETINGS

6. THE CORPORATION AND THE BOARD

The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised and performed by the Board or, where appropriate, by the Manager (under the direction and supervision of the Board).

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- (a) the Board shall consist of not fewer than three (3) nor more than seven (7) Owners or Spouses of the Owners or representatives of corporate Owners;
- (b) a Board Member must be eighteen (18) years of age or older at the date of nomination.
- (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 Board Member shall make full disclosure of any potential conflict of interest and any direct or indirect relationships they may have with the Corporation either contractual, financial or employment related shall refrain from voting on any matter of conflict.
- (e) every Board Member shall exercise the powers and discharge the duties of the office of Board Member honestly and in good faith and in the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (f) no Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election or membership on the Board.

8. TERM OF OFFICE AND RETIREMENT FROM BOARD

Each Board Member shall be elected at the Annual General Meeting for a one (1) year term. At each Annual General Meeting of the Corporation all the members of the Board shall retire from office and the Corporation shall elect new Board Members accordingly.

9. ELIGIBILITY FOR RE-ELECTION TO BOARD

A retiring Board Member shall be eligible for re-election.

10. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at a Special Meeting, remove any Board Member before the expiration of their term of office and appoint another Owner in their place, to hold office until the next Annual General Meeting.

11. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 16, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7. Such appointed members shall have the same rights and responsibilities as duly elected Board Members.

12. QUORUM FOR BOARD

A quorum of the Board is two (2) where the Board consists of four (4) or less members, and three (3) where the Board consists of five (5) or six (6) members, and four (4) where the Board consists of seven (7) members. Any Board Member 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.

13. 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 Chair of the Board and shall have a casting vote to break a tie in addition to their original vote. A person ceases to be an officer of the Corporation if they cease to be a Board Member. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A person may simultaneously hold two (2) or more offices.

14. CHAIR OF BOARD MEETINGS

The President shall act as chair of every meeting of the Board where they are 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 Chair and shall have all the duties and powers of the Chair while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chair for the meeting who shall have all the duties and powers of the Chair while so acting. Unless held entirely by electronic means, each meeting of the Board shall be held within the Municipality unless the Owners agree by Ordinary Resolution, at an Annual General Meeting, to hold the meeting in another location. Unless otherwise determined by the Board, a meeting of the Board shall be restricted to Board Members and invitees of the Board.

15. DEFECTS IN ELECTION OR APPOINTMENT TO 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 Board Member, as valid as if the member had been duly elected, appointed or had duly continued in office.

16.VACATING OFFICE OF BOARD MEMBER

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

- (a) by notice in writing to the Corporation resigns their office;
- (b) dies;
- (c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by them as an Owner;
- (d) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act*, (Canada), R.S.C. 1985 c. B-3;
- (e) becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- (f) is convicted of an indictable offence for which they are liable to imprisonment or an offence involving fraud, deceit or breach of trust under any enactment of Alberta, another province, Canada or another country;
- (g) is absent from meetings of the Board for two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that their office be vacated;
- (h) ceases to qualify for membership pursuant to Bylaw 7;
- (i) in the case of a company which is a Board Member, 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;
- (j) violates or defaults under any Bylaw and has failed to remedy such violation or default after ten (10) days' notice to do so from the Board, or such shorter or longer date as may be specified in said notice;
- (k) attends any Board meeting while intoxicated or incapacitated by drugs;
- (l) refuses to acknowledge, in writing, that they are aware of and agrees to comply with any reasonable code of conduct adopted by the Board;
- (m) does not abide by the code of conduct and all other Board Members unanimously elect to remove them from the Board;
- (n) is refused bonding, at a reasonable premium, by a recognized bonding institution; or

- (o) commences, or their Spouse commences, any legal proceedings against the Board or the Corporation (for ease of reference, "commences" legal proceedings can include, but not be limited to, retaining a lawyer (either in writing or verbally) or filing a Statement of Claim, Civil Claim or Originating Application as against the Corporation, Board or one or any of the Board Members (with or without the use of a lawyer).

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

Calculating votes shall be determined as follows:

- (a) at meetings of the Board all matters shall be determined by simple majority vote;
- (b) a resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held;
- (c) an interim resolution of the Board passed by electronic means, including email, and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board;
- (d) a Board meeting may be held by electronic means including web, video or teleconference provided all members of the Board can hear each other;
- (e) where a Board Member has a material interest in any agreement(s) or transaction(s) to which the Corporation is a party or is to become a party, that Board Member:
 - (i) shall declare to the Board that Person's interest in the agreement, arrangement or transaction;
 - (ii) shall not vote in respect of any matter respecting that agreement, arrangement or transaction; and
 - (iii) shall not be counted when determining whether a quorum exists when a vote or other action is taken in respect of the agreement, arrangement or transaction.
- (f) all meetings of the Board shall be conducted in accordance with the rules of procedure as established by the Board.

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 Board Member gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by them , specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as they may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any valid restriction imposed or direction given 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 Capital Replacement Reserve Fund balance at the start of the current fiscal year;
 - (ii) the maximum balance of the operating account during the previous twelve (12) month period; 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, subject to any maximum fees set out in the Act or Regulation;

- (g) appoint any committee for any purpose it sees fit. Each committee shall appoint a chair and each chair shall report to the Board on each committee's activities. Any committee of the Board shall have only that authority to deal with the Owners of Units, the Occupants of Units, or others, as the Board may expressly confer on each committee; and
- (h) have a vehicle towed from the Parcel at the expense of the Owner of the vehicle where the Board or Manager receives notification from any Owner or Tenant that a vehicle is in violation of Bylaws 59(c)(i),(xi),(xii) or (xiv).

20.ADDITIONAL DUTIES OF THE 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) keep minutes 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 them, make the books of account available for inspection at a time convenient to such Board Member or the Manager;
- (h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by a Chartered 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 notified its interest to the Corporation in writing, a copy of the audited or reviewed Financial Report or Notice to Reader Report 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 or Notice to Reader Report within one hundred twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor or reviewer 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. The Board not obligated to ensure currency of the information, and each Owner agrees keep the Manager (if any, the Board if no Manager is retained at any given time) updated of the currency for any names and addresses required;
- (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 of any change in the address for service of the Corporation and of any change of Board Directors and such address for service of same;
- (l) file or cause to be filed at the Canada Customs and Revenue Agency, a Statement of GST, if required, and an annual notice of the non-profit status of the Corporation.

21.SIGNING AUTHORITIES

The Board shall determine, by Board 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.

22.CORPORATE SEAL

The Corporation shall have a common seal, which shall be adopted by Board resolution and which shall at no time be used or affixed to any instrument except in the presence of at least one Board Member or by the persons as may be authorized from time to time by resolution of the Board.

V. OWNERS MEETINGS

23.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;
- (b) Each Annual General Meeting (that is not held entirely by electronic means) shall be held within the Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location;

- (c) 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 and an annual report respecting the Capital Replacement Reserve Fund.
- (d) 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,
 - A. 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
 - B. 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.

24. CONVENING SPECIAL MEETINGS

- (a) The Board may convene a Special Meeting whenever it thinks fit, and shall convene a Special Meeting within thirty (30) days of receiving a requisition in writing:
- (i) by Owners representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;
 - (ii) from Mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors; or
 - (iii) from a combination of such Owners or Mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;
- (b) The agenda for such meeting shall include any legally valid items specified by the requisitioners and specific wording of any proposed resolution.

25. NOTICE OF GENERAL MEETINGS

The following notices shall be given to all Owners and Mortgagees who have notified their interests to the Corporation:

- (a) 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:
 - (i) the place, the date and the hour of meeting; and
 - (ii) 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;
- (b) notices 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; and
- (c) 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;
- (d) 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.

26. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

- (a) all business that is transacted at an Annual General Meeting, or at any Special Meeting, with the exception of the consideration of accounts and financial statements, appointment of auditors and solicitors, election of members to the Board, election of the chair, calling of the roll and certification of proxies and proving notice of meeting, shall be deemed to be Special Business;
- (b) the nature of such Special Business and the text of any resolution to be submitted to the meeting shall be set out in sufficient detail in the notice of the meeting so as to permit an Owner or Mortgagee to form a reasoned judgment on the nature of that business;
- (c) items of Special Business may or may not require a Special Resolution. Unless otherwise specifically required by the Act and these Bylaws, all business may be conducted or approved by Ordinary Resolution
- (d) no such item of Special Business shall be effective to direct or limit the exercise by the Board of any authority or power vested in it under the Act or these Bylaws; and

- (e) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure as established by the Board.

27. 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 twenty-five (25%) percent of the persons entitled to vote representing not less than two thousand five hundred (2500) of the Unit Factors present in person or by proxy shall constitute a quorum.

28. ADJOURNMENT FOR LACK OF QUORUM

If a quorum is not present for a General Meeting within ten (10) minutes of the time set for the meeting, 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 five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

29. CHAIR FOR GENERAL MEETINGS

The President of the Board shall be the Chair of all General Meetings or in their absence from the meeting or in case they shall vacate the chair, the Vice-President of the Board shall act as Chair 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 Chair.

30. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at General Meetings, and as far as is appropriate at all Special General Meetings, shall be:

- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chair of the meeting;
- (b) call to order by the Chair, certifying proxies and establish quorum;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved General Meeting minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) financial report;
- (h) appointment of auditors;
- (i) unfinished business;
- (j) retirement of Board Members whose term has expired;
- (k) election of Board;

- (l) new business; and
- (m) adjournment.

VI. OWNER VOTING

31.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 Chair 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.

32.POLL VOTES

A poll, if demanded, shall be taken in whatever manner the Chair 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 Chair of the meeting is entitled to a casting vote in addition to their original vote. A demand for a poll may be withdrawn.

33.VOTING CALCULATION

Voting calculation shall be as follows:

- (a) on a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit;
- (b) 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;
- (c) notwithstanding anything to the contrary herein contained, the Chair, if they determines such procedure is prudent, may hold a vote by secret ballot (one vote per Unit) in regard to election to the Board; and
- (d) an Owner has the right to vote with respect to each Unit owned and where required, the right to vote for the Unit Factors for each Unit owned.

34.VOTES PERSONALLY OR BY PROXY

Votes at any General Meeting may be given either personally or by proxy.

35. 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 Manager or property 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 Chair of the meeting shall rule on the validity of any proxy, before or at the outset of any General Meeting.

36.ELIGIBILITY TO VOTE

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of their Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than thirty (30) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 27.

37.VOTE BY CO-OWNERS

Votes by Co-Owners will be governed by the following terms:

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

38.RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by each Owner or their duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held. Within thirty (30) days after the date on which votes must be received for a vote conducted in writing, the Owners shall be provided with the results of the vote. The results of the vote shall not identify a Unit or person who cast a certain vote.

39.SUCCESSIVE INTERESTS

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

40.TRUSTEE VOTE

Where an Owner is a trustee, they 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.

41.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 its mortgage to the Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power to vote. A Mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or the Common Property is in arrears for more than thirty (30) days prior to the date that the power of voting may be exercised.

42.ELECTRONIC VOTING AND MEETINGS

- (a) The Board shall have sole authority to decide whether it is appropriate to utilize electronic attendance at any General Meeting or Board Meeting or electronic voting for a particular Ordinary Resolution or Special Resolution of the Owners;
- (b) Notwithstanding any other provisions in these Bylaws the following provisions apply to any meeting held either partially or wholly by electronic means:
 - (i) a person entitled to attend a meeting of the Corporation or of its Board may attend the meeting by electronic means;
 - (ii) a meeting of the Corporation or of its Board may be held entirely by electronic means, if:
 - (A) a person attending a meeting by electronic means under (i) or (ii) above who is entitled to vote at the meeting may vote by electronic, telephonic or other method the Corporation has made available for that purpose;
 - (B) a person attending a meeting by electronic means under (i) or (ii) is deemed for all purposes under this Act to be present in person at the meeting;
 - (iii) meetings that are not held entirely by electronic means must be held in the Municipality, unless an Ordinary Resolution to hold the meeting in another location is passed at a General Meeting of the Corporation; and
 - (iv) in addition, any such meeting may make use of any additional provisions contained in the Act or the Regulations from time to time that relate to the holding and conduct of such meetings.

VII. BYLAW ENFORCEMENT

43.VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

- (a) any infraction or violation of or default under these Bylaws or any Rules and Policies established pursuant to these Bylaws on the part of an Owner, their servants, agents, licensees, invitees, Occupants or Tenants that has not been corrected, remedied or cured within the time frame specified by the Board (which shall be at least 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 administrative costs and costs as between a solicitor and their 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) without limiting the foregoing, 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 infraction or violation of the Bylaws or any Rules and Policies established pursuant to the Bylaws by the Owner, their servants, agents, licensees, invitees, Occupants or Tenants, for which at least 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 legal costs on a solicitor and their own client full indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of their rights and the exercise of their remedies;
- (c) if the Board determines that an infraction, violation, default or failure to comply with any Bylaw, Rule or Policy 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, Rule or Policy;
 - (ii) the name of the person who failed to comply with the Bylaw, Rule or Policy, if known;
 - (iii) the provision of the Bylaw, Rule or Policy that has not been complied with;
 - (iv) the date and time of the non-compliance, if applicable;
 - (v) other relevant particulars of the failure to comply;

- (vi) if applicable, the maximum monetary sanction for non-compliance with the Bylaw;
 - (vii) a description of corrective or other action, if any, that must be taken in respect of the non-compliance; and
 - (viii) the deadline, which must be at least three (3) business days, after service of the notice of sanction, for taking the required actions or providing a written response to the notification, if any;
- (d) 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, Tenant and invitees of the Owner or Tenant from the use and enjoyment of the Common Property;
- (e) 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;
- (f) 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;
- (g) 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;

- (h) 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, from a minimum of fifty (\$50) dollars to a maximum of five hundred (\$500) dollars; and
 - (ii) for the second and subsequent instances of non-compliance, from a minimum of one hundred (\$100) to a maximum of one thousand (\$1000) dollars;
- (i) 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;
- (j) 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 or Section 67 of the Act to enforce the sanction. Where the Corporation takes such proceedings, the defendant and Owner shall pay the Corporation's legal costs and disbursements on a solicitor and their own client full indemnification basis and other related expenses in respect of the proceeding;
- (k) 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; and
- (l) any Board Member who observes that an Owner or their agents, licensees or invitees are violating Bylaws 59(c)(i),(xi),(xii) or (xiv) of these Bylaws may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Common Property or in a Unit in violation of the said Bylaw may be removed therefrom and be impounded in a pound maintained for that purpose. The Unit Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the violator's vehicle by such towing, or to such vehicle while on the Common Property or at any time while the infraction is being remedied. The violator is also responsible for all costs and any damage caused to the Common Property by such violation.

44. MEDIATION AND ARBITRATION

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*, R.S.A. 2000, c. A-43, provided both parties agree and acknowledging that both parties would be responsible for their own legal costs (if any) and fifty (50%) percent of the mediation, conciliation or arbitration costs.

VIII. DAMAGE AND INSURANCE

45.DAMAGE OR DESTRUCTION

Damage or destruction shall be governed by the Board in the following manner:

- (a) in the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) 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%) percent or more of the replacement value of all the Units 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 Owners and registered Mortgagees who have given notice;
- (b) unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred and twenty (120) 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 and in accordance with the principles established under section 47 of these Bylaws;
- (c) where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) 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;
- (d) 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 in or upon any part of the Property designated for the exclusive use of any Unit Owner;

- (e) 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;
- (f) where the Corporation is required to enter a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit, and capable of being used in connection with the enjoyment of any other Unit, or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
- (g) 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) after damage has occurred where the Corporation is responsible to insure and repair 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);
- (h) the Corporation is authorized to make or arrange for and supervise repairs to a Unit after damage that was not the Corporation's responsibility to repair, if:
 - (i) the failure to repair poses a risk to public safety, or puts Common Property, other Units, Occupants or personal property in Common Property at risk;
 - (ii) the Owner of the Unit has not commenced repairs within a reasonable amount of time; and
 - (iii) the Corporation has provided reasonable notice of its intent to effect the repair to the Owner;

and further, 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;

(i) notwithstanding anything to the contrary herein expressed or implied:

- (i) each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit, or the Common Property by:
 - A. themselves;
 - B. members of their family;
 - C. their invitees and contractors or licensees;
 - D. their pets;
 - E. their appliances, pipes inside the Unit or personal property; or
 - F. their Tenants, members of their families or their invitees or pets;

that are not required by these Bylaws to be insured against by the Corporation. If such damage is insured by the Corporation, the Owner only is only responsible to pay for damage up to the amount of the Corporation insurance deductible; and

- (ii) where an Owner is responsible for damage, the Corporation shall repair the portions of the Common Property or Unit for which the Corporation is responsible in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs. Such monies spent, together with interest as herein provided and legal costs on a solicitor and their own client full indemnification basis associated with the collection thereof, shall be a charge upon the Owner's Unit to the same extent as it would be if it were a contribution levied against the Unit.

46.INSURANCE

The insurance of the Corporation shall be governed by the following terms:

(a) the Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act and Regulation, and in particular, Section 47 of the Act and Part 6 of the Regulation 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) for the full replacement cost thereof, without deduction for depreciation 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 and components as described in the Standard Insurable Unit Description (including all bathroom fixtures), BUT EXCLUDING:

1. all Betterments and Improvements made to the Units;
2. all furnishings and other personal property of each Owner; and
3. all kitchen appliances.

for the full replacement cost thereof, without deduction for depreciation; and

D. the interests of, and naming as, insureds:

1. all Owners from time to time;
2. all Mortgagees who have given Written Notice of their interests to the Corporation;
3. the Corporation;
4. the Manager; and
5. the Board;

(collectively called the "Insureds" as their respective interests may appear);

- (ii) boiler, vessel and elevator insurance;
- (iii) 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 Five Million (\$5,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- (iv) Directors and Officers Liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member 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 them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Manager or officer of the Corporation, except as to matters as to which they 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 Board Member honestly and in good faith;

- (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) crime coverage covering losses caused by a fraudulent or dishonest act of a Board Member or a Manager, where the Board Member 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 Board Member or the Manager or another person. The amount of such crime coverage must be the sum of the Capital Replacement 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; and
- (viii) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution.

For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

(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 policy be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;

- (vii) that the policy shall be written on a stated amount basis;
 - (viii) 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
 - (ix) 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) when there is a change in one or more of the following matters with respect to the Corporation's insurance policy, the Board must provide each Owner with Written Notice of the change and a copy of the insurance certificate reflecting the change within thirty (30) days of the date the Corporation receives the updated insurance certificate:
- (i) the amount of the deductible payable in the event of a claim;
 - (ii) the replacement value of the coverage;
 - (iii) any addition to permitted exclusions;
 - (iv) any material change to the Standard Insurable Unit Description; or
 - (v) any other matter prescribed in the Act or Regulation;
- (d) 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, 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 their 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, 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;
- (e) 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 upon request 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 upon request. 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;

- (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 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 a Landlord Owner's loss of rent, the interests of Tenants against liability, or the interests of Tenants or Owners for their Betterments and Improvements, belongings, contents or other property. The insuring of any Betterments and Improvements, contents within a Unit is the sole responsibility of the Owner, Tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any 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; and
- (i) regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that an Owner (or Occupants, members of their family, their Tenants or members of their families, their invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the potential claim, or if the loss originated from the Owner's Unit, the Corporation may, at the discretion of the Board, recover up to the deductible portion of the claim (whether the claim was made or not), together with interest and the Corporation's legal costs on a solicitor and their own client full indemnification basis associated with the collection thereof, as a contribution or assessment due from the Owner to the Corporation and the same shall be a charge upon the Owner's Unit.

IX. CONTRIBUTIONS, BUDGETS AND DOCUMENTS

47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

The particulars that govern the contributions for Common Expenses and budgets shall include that:

- (a) the Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units or as otherwise provided herein and, without limiting the generality hereof, shall include the following:

- (i) all levies or charges on account of garbage and/or recycling and/or organic materials 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 Common Property, Parking Areas, lawn maintenance and landscaping and for snow and debris clearance from the Common Property as responsible under these Bylaws;
- (iv) all charges on account of lighting fixtures situated on the Common Property, excluding the bulbs in exterior fixtures on each Unit;
- (v) all charges on account of maintenance for those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws;
- (vi) all insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
- (vii) 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;
- (viii) all reserves for repairs and replacement of Common Property and portions of Units the repair or replacement of which is the responsibility of the Corporation, either in absence of insurance coverage or within the deductible of the insurance coverage, unless up to the insurance deductible amount which is charged back to an Owner pursuant to these Bylaws;
- (ix) maintenance of the exterior walls and other structural costs of the building;
- (x) the cost of maintaining fidelity bonds or crime coverage insurance if required by legislation or by these Bylaws;
- (xi) the cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation; and
- (xii) 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 start of the applicable fiscal year, the Corporation shall deliver or mail to each Owner and to Mortgagees who have given notice:
 - (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 the Owners' contribution towards the Common Expenses of the Corporation for said ensuing fiscal year;
- (c) the Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:
 - (i) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; and
 - (ii) any expenses, as the Board may determine, that relate directly and solely to the maintenance, improvement, operation, repair, replacement or restoration of all or part of the Common Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Unit Owner, as the Board may determine; or
 - (iii) the Board may assess against any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner and assessment and without limiting the generality of the foregoing, allocation and assessment of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.
- (d) the budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles, and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may include a reasonable provision for contingencies and shall include a reasonable provision for the Capital Replacement Reserve Fund;
- (e) the Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the building, 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;
- (f) the Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or Corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;

- (g) 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;
- (h) 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 instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt themselves from liability for their contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning their Unit;
- (i) 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:
 - 1. any action commenced against the Corporation in respect of which the Corporation has been served, including the amount claimed against the Corporation
 - 2. any unsatisfied judgment or order for which the Corporation is liable, and
 - 3. 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 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 but not limited to, a Parking Stall or Storage Space;
- (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 and Policies made by the Corporation;
- (xiv) current Standard Insurable Unit Description;
- (xv) the text of Ordinary Resolution 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;
 - (xviii) copies of policies of insurance held by the Corporation; and
 - (xix) any other document required by the Act or Regulations;
- (j) the Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act or 20.52 of the Regulation, shall be entitled to charge a reasonable fee for the production thereof, subject to any maximum amounts set out in the Act or Regulation.

48. SPECIAL ASSESSMENTS/SPECIAL LEVIES

The following provisions apply:

- (a) the Board may, by resolution, assess and collect a special contribution or contributions (a "special levy") against each Unit to raise money:
 - (i) for the payment of unexpected and urgent maintenance, repair or replacement of the real and personal property of the Corporation or Common Property;
 - (ii) to cover unexpected shortfalls in the operating account;
 - (iii) to increase the balance of the Capital Replacement Reserve Fund to meet the requirements in a Capital Replacement Reserve Fund Plan required under the Regulations;
 - (iv) subject to subparagraph (c) of this Bylaw, for the payment of a capital improvement;
 - (v) to satisfy a judgment against the Corporation; or
 - (vi) for any other purpose provided for in the Regulation.
- (b) a resolution of the Board to approve a special levy must set out the following:
 - (i) the purpose of the special levy;
 - (ii) the total amount to be levied;
 - (iii) either:
 - A. the method of determining each Unit's proportionate share of the special levy by Unit Factor; or
 - B. as set forth in Bylaw 47 (c); and
 - (iv) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.

- (c) if the purpose of the special levy is for the making of a capital improvement, a Special Resolution is required before the Board may approve the special levy.
- (d) as soon as possible after the passing of a resolution referred to in subsection (a) above, the Board must inform each Owner of the following:
 - (i) the purpose of the special levy;
 - (ii) the total amount to be levied;
 - (iii) the method of determining each Unit's proportionate share of the special levy;
 - (iv) the amount of the Owner's Unit's share of the levy; and
 - (v) the date by which the special levy is to be paid or, if the special levy is payable in instalments, the dates by which the instalments are to be paid.
- (e) if the amount collected exceeds the amount required or for any other reason is not fully used for the purpose set out in the resolution referred to in subsection (a) above, the Corporation must pay the money into the Capital Replacement Reserve Fund.
- (f) all such special levies 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.

49. DEFAULT IN PAYMENT OF CONTRIBUTIONS, ASSESSMENTS, SPECIAL LEVIES, INSTALLMENTS OR PAYMENTS

Default in payment of contributions, assessments, special levies, instalments, payments, and liens for unpaid contributions, assessments, special levies, instalments and payments shall be governed by the following terms:

- (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 the 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;

- (b) 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, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its administrative fees and legal fees and disbursements on a solicitor and their own client basis from such defaulting Owner;
- (c) the Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a solicitor and their own client a full indemnity basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- (d) 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 their lien, thereby created, in accordance with the other terms and conditions of this Bylaw;
- (e) 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;
- (f) 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, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of the said notice;

- (g) all reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING legal costs on a solicitor and their own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, their servants, agents, licensees, invitees or Tenants which violates these Bylaws or any Rules or Policies established pursuant thereto or incurred in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation; and
- (h) any payments made by an Owner shall be applied firstly to any costs or expenses incurred by the Corporation, secondly to any interest owing and lastly to any contributions due to the Corporation.

50. 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, if such default continues for a period of ninety (90) days.

X. MISCELLANEOUS

51. ESTOPPEL CERTIFICATE

- (a) 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 frequency and manner in which the contribution is payable;
 - (iii) the extent to which the contribution has been paid by the Owner; and the amount in arrears, if any; 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;

- (b) 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. The Corporation authorizes the Manager to issue an Estoppel Certificate certifying payment of all contributions upon receipt by the Manager of payment of such contributions notwithstanding that such payment is subsequently dishonored or stopped by a financial institution. 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.

52. LEASING OF UNITS

In the leasing of Units, the following provisions shall govern:

- (a) an Owner shall not lease, rent or grant possession of their residential Unit to any Tenant or Occupant for any length of time UNLESS AND UNTIL:
- (i) the Owner has given Written Notice to the Corporation of their intention to rent the Unit and provide an executed "Notice of Intention to Rent" form, which will be provided by the Manager (or the Board if there is no Manager) upon request, setting forth the following information for each tenancy, regardless of the length of term of occupancy:
 - A. the address at which the Owner may be served with a notice given by the Corporation;
 - B. name and address for service of any property manager retained by the Owner;
 - C. the amount of rent to be charged for the Unit;
 - D. length of lease;
 - E. copy of the lease agreement;
 - F. confirmation of Tenants Insurance;
 - G. confirmation as to whether the Tenant or Occupant shall also be leasing, renting or in possession of the Parking Unit and/or Storage Unit; and
 - H. the names of the Tenant or Occupant and telephone and email contact information;

- (ii) the Owner has provided the proposed Tenant with a copy of the Bylaws, and provide to the Corporation an undertaking, in the following form:

"I _____, covenant and agree that I, all Occupants of the Unit, the members of my household and, my guests from time to time will, in using the Unit rented by me, any Privacy Areas relating to the Unit, and all the Common Property; comply with the Condominium Property Act, the Bylaws and all Rules and Policies of the Corporation during the term of my tenancy"; and

- (iii) if required by the Board, a security deposit, in the amount of one thousand (\$1,000) dollars (which is equivalent to one month's rent) or such other amount as the Board may from time to time determine must be provided to the Board on each occasion that a "Notice of Intention to Rent" form is required;

(b) an Owner shall not lease, rent, grant possession or permit any lease, rental or possession of their Storage Unit or Parking Unit to any individual WHO IS NOT ALSO IN POSSESSION OF THEIR RESIDENTIAL UNIT for any length of time UNLESS AND UNTIL:

- (i) the Owner has given Written Notice to the Corporation of their intention to rent the Storage Unit or Parking Unit and provided to the Board:

- A. copy of the lease agreement for the Storage Unit or Parking Unit; and
- B. the names of the Tenant or Occupant of the Storage Unit or Parking Unit and telephone and email contact information;

- (ii) the Owner has provided the proposed Tenant with a copy of the Bylaws, and provide to the Corporation an undertaking, in the following form:

"I _____, covenant and agree that I, the members of my household and, my guests from time to time will, in using the Parking Unit/Storage Unit rented by me, any Privacy Areas relating to the Unit, and all the Common Property; comply with the Condominium Property Act, the Bylaws and all Rules and Policies of the Corporation during the term of my tenancy"; and

- (iii) if requested by the Board, a security deposit, in the amount of five hundred (\$500) dollars (which is deemed equivalent to one month's rent of the Parking Unit and/or Storage Unit) or such other amount as the Board may from time to time determine must be provided to the Board;

(c) 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;
- (d) if required by the Board, a new Notice of Intention to Rent and security deposit must be provided upon every change in tenancy;
- (e) the security deposit will be returned to the Owner when the Owner provides Written Notice of the end of the tenancy, unless such tenancy is for a period less than thirty (30) days duration, in which case the Board will not return the security deposit unless and until requested by the Owner;
- (f) a fine in the amount of one-hundred (\$100) dollars will be levied against the Unit of any Owner who does not provide Written Notice of the name and information of their Tenant within twenty (20) business days of the Tenant having taken possession of the Unit;
- (g) no Tenant shall be liable for the payment of monthly condominium contributions under these Bylaws unless notified by the Corporation that the Owner from whom they rent the Unit is in default of payment of such 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. For greater certainty, the maximum liability of the Tenant hereunder is the monthly rent owed by the Tenant to the Owner of the Unit; and
- (h) the Owner shall not be released of any of their obligations and shall be jointly and severally liable with the proposed lessee or Occupant with respect to such obligations.

53.NOTICES

- (a) 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:
- (i) to the Owner, if:
 - A. sent by prepaid mail to the Owner at the address of their Unit or other known address;
 - B. sent by prepaid mail to the address shown on the Certificate of Title to the Unit at the Land Titles Office;

- C. hand delivered to the Owner or some other adult person at the said address of the Unit;
 - D. hand delivered to front door of the Unit; or
 - E. sent by email to the Owner to an email address that the Owner has specifically provided to the Corporation for the receipt of condominium notices;
 - (ii) to the Corporation, if:
 - A. sent by prepaid mail to the address shown on the latest notice of change of address filed; or
 - B. by personal service on a Board Member;
 - (iii) to a Mortgagee if sent by prepaid mail to its address supplied to the Corporation;
 - (iv) to a Tenant if:
 - A. sent by prepaid mail to the Tenant at the address of their Unit;
 - B. left with the Tenant or some other adult person at the said address of the Unit;
 - C. sent by email to the Tenant to an email address that the Tenant has provided to the Corporation or to the Owner; or
 - D. in any other manner set out in the Act or Regulation;
- (b) any notice given by recorded mail shall be deemed to have been received on the date the acknowledgement of receipt is signed. Any notice given by ordinary mail shall be deemed to have been sent and received seven (7) days after it is posted. Any notice given by electronic means shall be deemed received twenty-four (24) hours after the document is sent; and
- (c) 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. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

54. 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 accordance with the principles in 47(c) of these Bylaws, subject to the interests of any Mortgagees.

55.COMPANY WHICH IS MEMBER OF BOARD

A company which is a Board Member 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.

56.ALTERNATE BOARD REPRESENTATIVE

A representative of a company on the Board may appoint any person whether another Owner or not and whether a Board Member or not to serve as their alternate representative on the Board and as such to attend and vote in their 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 they are a Board Member they shall be entitled to two (2) votes, one (1) as a Board Member and the other as an alternate representative of a Board Member. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a Board Member. If and when the appointing representative vacates the office of a representative of a Board Member 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.

57.PRIVACY AREAS

Privacy Areas shall be governed by the following:

(a) the Board shall be deemed to have designated and assigned to each Owner the exclusive use of:

- (i) the balcony, patio or deck immediately adjacent to and attached to the Unit (where applicable);
- (ii) where applicable, a Parking Stall (as further outlined below);
- (iii) where applicable, a Storage Space (as further outlined below);
- (iv) where applicable, a roof-top deck (being one (1) of those decks benefiting only the two (2) Units on the top floor of the Building and further outlined below);

all of which shall constitute Privacy Areas granted to an Owner in accordance with the terms of Bylaw 5(f) and be further governed by these Bylaws;

(b) 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 Privacy Area assigned or designated by it hereunder;

- (c) any landscaping, improvements or decoration of patio, balcony or deck Privacy Areas shall only be carried out after the express written consent of the Board has been obtained and the maintenance of any approved landscaping, improvements or decoration shall be the sole responsibility of the Owner who has their exclusive use (regardless of whether the Owner originally installed such landscaping or decoration);
- (d) no Owner shall install or permit any improvements, additions or decoration to Parking Stall or Storage Space Privacy Area;
- (e) while any such Privacy 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 Privacy Area shall be maintained at the sole expense of the Owner to whom it has been assigned NOTING THAT the Board shall be responsible for:
 - (i) removing slush, snow and debris from the common walkways, common roadways (with the exception of the surface parking lot) and driveways;
 - (ii) structurally maintaining the driveways, roadways, balconies and patios (EXCEPTING the roof-top decks), steps and walkways to a standard considered reasonable by the Board; and
 - (iii) mowing grass on the Common Property not otherwise assigned as a Privacy Area;
- (f) if the Owner shall fail to properly maintain any such Privacy Area assigned to them after ten (10) days' notice to them to correct any maintenance problem set forth in a Written 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 and such outstanding amount shall form a contribution owing by the Unit;
- (g) the Corporation, at its option, may require an Owner to pay electrical charges for and in connection with any plug-in facility where such plug-in facility is not metered to the Unit of an Owner who is using such plug-in facility; and
- (h) 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 Privacy Area for the purpose of carrying out any of the duties or functions of the Corporation.

PRIVACY AREA PARKING STALLS

- (i) the assigned Privacy Area Parking Stalls are all located in the surface lots (not in the parkade) and are numbered from east to west along the south property line, and further include the last two (2) Parking Stalls numbered west to east

adjacent to the Building. The Parking Stalls are assigned as Privacy Areas as follows:

- (i) Parking Stall #1 is assigned to Unit 502 until January 1, 2104;
 - (ii) Parking Stall #2 is assigned to Unit 504 until January 1, 2104;
 - (iii) Parking Stall #3 is assigned to Unit 103 until January 1, 2104;
 - (iv) Parking Stall #4 is assigned to Unit 301 until January 1, 2104;
 - (v) Parking Stall #5 is assigned to Unit 304 until January 1, 2104;
 - (vi) Parking Stall #6 is assigned to Unit 202 until January 1, 2104;
 - (vii) Parking Stall #7 is assigned to Unit 203 until January 1, 2104;
 - (viii) Parking Stall #8 is assigned to Unit 501 until January 1, 2104;
 - (ix) Parking Stall #9 is assigned to Unit 306 until January 1, 2104;
 - (x) Parking Stall #10 is assigned to Unit 206 until January 1, 2104;
 - (xi) Parking Stall #11 is assigned to Unit 401 until January 1, 2104;
 - (xii) Parking Stall #12 is assigned to Unit 402 until January 1, 2104;
 - (xiii) Parking Stall #13 is assigned to Unit 601 until January 1, 2104;
 - (xiv) Parking Stall #14 is assigned to Unit 101 until January 1, 2104;
 - (xv) Parking Stall #15 is assigned to Unit 102 until January 1, 2104; and
 - (xvi) Parking Stall #16 is assigned to Unit 104 until January 1, 2104.
- (j) upon the expiry date(s) outlined in subsections (i) through (xvi) (inclusive), the Parking Stall shall no longer be assigned to that particular Unit and the Board shall, at their sole discretion, generally assign, designate or grant the use to of the Parking Stalls as they see fit;
- (k) the Corporation shall be responsible for removal of snow, ice and other debris from the Parking Stalls, as they deem necessary, but the Owner shall be responsible for ensuring compliance with Bylaw 59 in respect of the Parking Stalls;
- (l) an Owner shall not grant possession or permit use of their Parking Stall to any other individual for any length of time UNLESS AND UNTIL the Owner has given Written Notice to the Board of their intention to do so, and provided to the Board:
- (i) copy of the use agreement (if any) and/or the terms of use for the Parking Stall; and

- (ii) the names of the individual who will be using the Parking Stall telephone and email contact information for the individual, and the make, model and licence plate for the vehicle that will be occupying the Parking Stall.

PRIVACY AREA STORAGE SPACES

- (m) the Storage Spaces are as outlined in the diagram attached to these Bylaws and marked as **Appendix "A"**. The Storage Spaces are assigned as Privacy Areas as follows:

- (i) leased locker #1 (located just inside the door to the west-side titled storage locker area, in the north-east corner) is assigned to Unit 703 until January 1, 2102;
- (ii) leased locker #2 (located beneath the stairwell, where stairs terminate facing north at the basement level) is assigned to Unit 302 until January 1, 2102;
- (iii) leased locker #3 (located beneath the stairwell, where stairs terminate facing south at the basement level) is assigned to Unit 701 until January 1, 2102;
- (iv) leased locker #4 (located at the south-east corner of the basement lobby, just east of the man-door to the parking garage) is assigned to Unit 701, until January 1, 2102;
- (v) leased locker #5 (located standing alone on the east side (right) of the entry door in the basement level north Storage Area) is assigned to Unit 104 until January 1, 2103;
- (vi) leased locker #6 (located on the west (left) of the entry door in the basement level north Storage Area) is assigned to Unit 203 until January 1, 2103;
- (vii) leased locker #7 (located on the west (left) of the entry door in the basement level north Storage Area) is assigned to Unit 406 until January 1, 2103;
- (viii) leased locker #8 (located on the west (left) of the entry door in the basement level north Storage Area) is assigned to Unit 305 until January 1, 2103;
- (ix) leased locker #9 (located on the west-side exit corridor off the main-floor lobby) is assigned to Unit 102 until January 1, 2103;
- (x) leased locker #10 is assigned to Unit 501 until January 1, 2106;
- (xi) leased locker #11 is assigned to Unit 706 until January 1, 2106; and
- (xii) leased locker #12 is assigned to Unit 505 until January 1, 2106;

- (n) upon the expiry date(s) outlined in subsections (i) through (xii) (inclusive), the Storage Space shall no longer be assigned to the particular Unit and the Board shall, at their sole discretion generally assign, designate or grant the use to of the Storage Spaces as they see fit;
- (o) the Owner shall be responsible for ensuring compliance with Bylaw 58 in respect of the Storage Spaces, and shall be entirely responsible for the repair, maintenance, and (if necessary) replacement of the Storage Space door (including but not limited to the door hardware). No improvements or decoration of the Storage Space shall be permitted, except with the express written consent of the Board and the maintenance of any approved improvements or decoration shall be the sole responsibility of the Owner who has their exclusive use (regardless of whether the Owner originally installed such improvement or decoration); and
- (p) an Owner shall not grant possession or permit use of their Storage Space to any other individual for any length of time UNLESS AND UNTIL the Owner has given Written Notice to the Board of their intention to do so, and provided to the Board:
 - (i) copy of the use agreement (if any) and/or the terms of use for the Storage Space; and
 - (ii) the names of the individual who will be using the Storage Space and telephone and email contact information for the individual.

PRIVACY AREA ROOF-TOP DECKS

- (q) the "Roof-Top Decks" are those assigned to Units 703 and 704 until January 1, 2097 and are governed by the attached "**Appendix B**" to these Bylaws and further by these Bylaws, including but not so as to limit the generality of the Bylaws:
 - (i) the Unit Owner assigned the Roof-Top Deck shall, as their sole expense, maintain, clean, stain and repair the Roof-Top Deck, including but not limited to the cedar surface decking, and keep same in a clean, tidy and sightly condition (NOTING THAT the Corporation shall be responsible for structurally maintaining the roof top to a standard considered reasonable by the Board);
 - (ii) the Unit Owner assigned the Roof-Top Deck shall indemnify and hold harmless the Corporation from all costs, liabilities, claims, damages or expenses, including without limitation claims for personal and bodily injury or death or property damage arising out of any act, neglect or omission of the Owner or its agents, contractors, invitees or licensees in or about the Parcel, or due to or arising out of any involvement with or from the Roof-Top Deck, or due to or arising out of any breach by the Owner of any provision of these Bylaws in respect of the Roof-Top Decks or their obligations thereto, including all expenses incurred in connection with any claim, action or proceeding brought thereon (including but not limited to solicitor client costs on a full indemnification basis);

- (iii) any landscaping, improvements or decoration of Roof-Top Deck Privacy Areas shall only be carried out after the express written consent of the Board has been obtained and the maintenance of any approved landscaping, improvements or decoration shall be the sole responsibility of the Owner who has their exclusive use (regardless of whether the Owner originally installed such landscaping or decoration); and
- (iv) upon the expiry date(s) outlined in subsection (p), the Board may request that the current Owner of the Unit remove, at their sole cost and expense, any landscaping, improvements or decoration on the Roof-Top Deck and the Owner is responsible to remove, at their sole cost and expense, any landscaping, improvements or decoration requested by the Board to be removed and if the Owner shall fail to properly remove same after thirty (30) days' notice to do so, then the Board or its representative may do so and the Owner shall reimburse the Board for all monies expended and all costs incurred in order to remove same, including but not limited to all legal costs on a solicitor and their own client full indemnification basis, and pay interest thereon at the Interest Rate after demand for payment and such outstanding amount shall form a contribution owing by the Unit;
- (r) upon the expiry date(s) outlined in subsection (p), the Roof-Top Decks shall no longer be assigned to the particular Unit and the Board shall, at their sole discretion generally assign, designate or grant the use to of the Roof-Top Decks as they see fit NOTING THAT the intent shall be for the Board to assign, designate or grant the use to and of the Roof-Top Decks to the Owners, or any of them, and that the Board shall not arbitrarily assign, designate or grant the use to and of the Roof-Top Decks to Owners other than those currently utilizing same, unless necessary for construction, maintenance or other required purpose.

58.STORAGE AREAS

The following shall further govern the use of all Storage Areas:

- (a) each Owner shall use their Storage Area only for the storage of non-perishable property owned by them;
- (b) no portion of such Storage Area shall be used for human or animal occupancy;
- (c) no goods, materials, chattels or other property shall be stored in any such Storage Area which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs of the Corporation;
- (d) no foodstuffs or dangerous, noxious, filthy, offensive, explosive or flammable materials are permitted in such Storage Area;

- (e) an Owner may only store goods, materials, chattels or other property in a Storage Area that are actually owned by them or an Occupant to their Unit. No items are to be stored above or beside the Storage Area. NOTING THAT an Owner shall not store goods, materials, chattels or any other property in the common areas or other Common Property, including without limiting the generality of the foregoing, shall not store any goods, materials, chattels or other property in the hallways, lobby, stairway, garbage hallway or other common spaces;
- (f) all goods and materials stored in the Storage Area are at the Owner's sole risk. Each Owner acknowledges that they are responsible to protect the goods stored by them in the Storage Area against any loss suffered by the Owner, whether from theft, vermin, rodents, fire, water damage, frost, steam, breakage, rain, flood, leakage, structural defect or any cause whatsoever. Each Owner agrees to hold the Corporation, its agents and employees harmless from any and all claims of liability, loss or damage to property and of injury to or death of persons caused by any acts whatsoever or negligence of the Owner, their Occupants in or upon the Storage Area;

Further, the following shall govern specifically the use of all Common Property Storage Spaces (but shall not apply to Storage Units):

- (g) each Owner agrees that the Corporation shall have the right to enter into any Storage Area at all reasonable times for the purposes of inspecting and ensuring compliance with these Bylaws and Rules and Policies in place from time to time;
- (h) if an Owner defaults under any provision of these Bylaws or the Rules and Policies for use of their Storage Space, and such default is not cured to the reasonable satisfaction of the Corporation within the timeframe specified by the Board (at least three (3) business days) after notice of such default has been given to such Owner, the Corporation may terminate such Owner's right to use their assigned Storage Space and may, at its sole option:
 - (i) require that the goods and materials of the Owner be removed from the Storage Space forthwith; and
 - (ii) if the Owner fails to remove their goods and materials, the Corporation may consider such goods and materials abandoned and enter the Storage Space and remove to a location of its choice. The Corporation may dispose of such goods and materials and after such disposal, the Corporation is relieved of all further obligations or liability to the Owner. It is presumed that any property left or abandoned by the Owner does not exceed One Hundred (\$100) Dollars in value.

Further, the following shall govern specifically the use of all Storage Units (but shall not apply to Storage Spaces):

- (i) if an Owner defaults under any provision of these Bylaws or the Rules and Policies for use of their Storage Unit and such default is not cured to the reasonable satisfaction of the Corporation within the timeframe specified by the Board (which shall be at least three (3) business days) after notice of such default has been given to such Owner, the Corporation may issue sanctions in line with Bylaw 43; and

- (j) an Owner may only lease, rent or grant possession of their Storage Unit to another individual in accordance with these Bylaws, specifically but not limited to Bylaw 52 (b).

59. PARKING

The following shall further govern the parking on the Project and shall govern all Parking Areas unless specifically noted otherwise:

- (a) "Owner" includes a Tenant for the purposes of this section;
- (b) the Corporation shall have the right to tow any vehicle parked in an unauthorized place or manner at the sole expense of the respective Owner thereof;
- (c) in regard to parking and operating a Private Motor Vehicle on the Project, Owners SHALL NOT:
 - (i) use any portion of the Common Property for the parking of any Private Motor Vehicle at any time except those areas created for parking or with prior written consent of the Board;
 - (ii) wash Private Motor Vehicles anywhere on the Common Property;
 - (iii) carry out any major repairs or adjustments to Private Motor Vehicles on the Project;
 - (iv) bring onto the Project any vehicles other than Private Motor Vehicles, without the written consent of the Board or the Manager or duly authorized nominee thereof except in the course of a delivery to or removal from premises;
 - (v) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored anywhere on the Common Property other than in an area designated by the Board, if any;
 - (vi) keep anywhere on or in any Parking Area, any Private Motor Vehicle which is not currently licensed, insured or not in operating condition without the prior written consent of the Board;
 - (vii) allow any Private Motor Vehicle parked in a Parking Area to leak oil, grease, fuel, antifreeze or other substance or materials on to such Parking Area. If such leak occurs, such Owner shall be responsible to clean the Parking Area of such oil, grease, fuel or antifreeze as soon as reasonably possible. If not done expeditiously by an Owner, the Board may do so and charge all costs to the Owner;
 - (viii) allow any propane powered Private Motor Vehicle to be brought into, kept or stored in the underground parkade or in a Parking Unit;

- (ix) bring onto the Project any vehicle other than a Private Motor Vehicle or any vehicle which is, in the sole opinion of the Board, objectionably noisy due to faulty muffler or other mechanical malfunction or modification, which is a source of other annoying noises or odours, or which leaks oil, grease, fuel, antifreeze or other substance or material;
- (x) store any personal possessions (other than permitted Private Motor Vehicles) in a Parking Area. A motorcycle may be parked in a Parking Unit along with a Private Motor Vehicle provided such vehicle(s) fit entirely within the Parking Unit and still allow reasonable access to that Parking Unit and adjoining Parking Units;
- (xi) use the lanes, common driveways or roadways or any part of the Common Property other than for ingress to and egress from a Parking Area designated to them;
- (xii) park or store any vehicle or allow any member of their household to park or store any vehicle on those areas of the Common Property designated as the loading zone and FURTHER in respect of the area designed as the loading zone:
 - A. the loading zone shall only be used for twenty (20) consecutive minutes unless prior written approval of the Board is granted for a longer use; and
 - B. all Owners and Occupants shall comply with any Rules and Policies in place regarding the loading zone in place from time to time.
- (xiii) drive any Private Motor Vehicle on the Common Property at a speed in excess of five (5) kilometers per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- (xiv) obstruct or permit any passage or driveways or Parking Areas to be obstructed by any Occupant, their family, guests or visitors or their Private Motor Vehicles;
- (xv) allow any Private Motor Vehicle to run longer than the minimum time required to enter or exit the underground parkade. Motors must be turned off when the vehicle is parked in a Parking Unit; and
- (xvi) an Owner may only lease, rent or grant possession of their Parking Unit to another individual in accordance with these Bylaws, specifically but not limited to Bylaw 52 (b).

60.DELIVERY AND MOVING

When an Owner or Occupant uses any part of the Common Property for greater than fifteen (15) minutes for deliveries or moving in or moving out of a Unit, the following provisions shall apply:

- (a) the Manager must be given at least seven (7) days prior notice for moves, and forty-eight (48) hours prior notice for furniture and chattel deliveries, and scheduling for same shall occur on a first come basis;
- (b) an Owner shall not move furniture or other chattels into or out of a Unit unless prior to the move or delivery the Owner:
 - (i) receives written approval for the move from the Board (request is made through the Manager);
 - (ii) obtains, and utilizes where appropriate, the elevator key from the Manager; and
 - (iii) pays the Corporation a damage deposit on move-in/move-out.
- (c) the damage deposit will be used to pay for any damages caused to the Project during the move, and the Owner will also pay the Corporation any damages in excess of the damage deposit. If no damage is done to the Project during the move or delivery, the Corporation will refund the full damage deposit to the Owner; and
- (d) boxes must be flattened and placed in the appropriate recycling bins, and household items such as mattresses, furniture, and electronics shall not be disposed of anywhere on the Project.

61.USE AND OCCUPANCY RESTRICTIONS

Use and occupancy of Units shall be governed by the following terms:

- (a) in this Bylaw, "Owner" includes a "Tenant";
- (b) the Board may make Rules and Policies as it deems appropriate to clarify the general restrictions set forth in these Bylaws and those Rules and Policies shall have the same force and effect as any Bylaw once the Board has given Written Notice to all Owners and Occupants in accordance with the Act;

(c) an Owner SHALL NOT:

- (i) use their Unit, or any part thereof, for:
 - A. any purpose which may be illegal or injurious to the reputation of the Project;
 - B. any commercial, professional or other business purposes;
 - C. hotel or guest house type purposes; or
 - D. any purpose involving the attendance of the public at such Unit;

unless such use constitutes an authorized, permitted or discretionary use or approved "class 1 home occupation" as defined in the relevant Municipal bylaw, provided such home occupation does not require deliveries, signage or storage of stock-in-trade and provided the prior written consent of the Board is obtained;

- (ii) use a Unit to provide a day care centre or commercial baby-sitting services without the prior written consent of the Board, which consent may be arbitrarily withheld;
- (iii) hold a garage, auction or similar type sales anywhere on the Project without the prior written consent of the Board;
- (iv) make or permit noise, including without limitation pet noise, within or about any Unit or the Common Property or allow any odor to emanate or escape from their 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 Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners or Occupants. No contractor or workman shall be permitted to do any work in any Unit that would disturb any other Occupants between the hours of 8:00 pm and 8:30 am or on Saturdays, Sundays or legal holidays without the prior consent of the Board;
- (v) keep or allow any pet of any kind at any time to reside in their Unit or on the Common Property without the specific approval in writing of the Board (EXCEPTING dogs, which shall not be permitted at any time on the Project) which approval may arbitrarily be withheld and may, if given, be withdrawn on reasonable grounds on seven (7) days' notice to that effect. Additionally:
 - A. no livestock, snakes, rodents, reptiles, insects, spiders or fowl will be approved;

- B. no pet will be allowed to remain on the Project until the Owner has completed and submitted a pet application form to the Board (in such form as may be approved by the Board from time to time);
 - C. all cats must be leashed or kept in an appropriate carrier outside a Unit, on a leash no longer than (six) 6 feet in length and kept under control and in the custody of a responsible person at all times;
 - D. no pet shall be left unattended on a Privacy Area;
 - E. all Owners and Occupants shall immediately remove any feces, emesis (vomit) or other bodily fluid or mess left by their pet(s) or any pets visiting or staying on their Units, or the Common Property (including Privacy Areas). If any Owner or Occupant fails to remove said mess, then the Corporation may cause the feces to be removed and may assess any costs incurred against the Unit Owner as a contribution owing to the Corporation;
 - F. Owners will be responsible for any and all damage caused by their pets (including the cost of repair of any urination patches) to the Common Property necessitated and caused by any pet;
 - G. pets must be licensed as per the bylaws of the Municipality and all vaccines must be up to date; and
 - H. an Owner shall ensure that any and all Occupants of their Unit comply with the same requirements that the Owner must comply with under this Bylaw and all other related Rules and Policies and Board resolutions;
- (vi) use or permit the use of their residential Unit other than for residential purposes, except as may be permitted under subparagraph (i) hereof;
 - (vii) permit the Unit (if it contains one bedroom) to be occupied as a place of residence by more than three (3) persons at any given time without the written consent of the Board, nor permit the Unit (if it contains two (2) bedrooms) to be occupied as a place of residence by more than five (5) persons at any given time without the written consent of the Board, nor shall the number of persons occupying a Unit exceed the numbers permitted by any Municipal or Provincial authority;
 - (viii) do any act or permit any act to be done, or alter or permit to be altered their Unit in any manner, which will alter the exterior appearance of the structure comprising their or any other Units without the prior written approval of the Board;
 - (ix) permit laundry (INCLUDING bathing suits and towels), rugs, blankets or sleeping bags or to be hung other than inside the Unit;

- (x) spit, throw chattels or waste, shake mops or dusters of any kind nor run water or cleaning fluids out any windows, sliding glass doors, or over any balconies or on the Common Property, nor permit anything of this kind to be done;
- (xi) allow access to the building to persons soliciting or canvassing, nor prop open doors to the building unless under constant supervision;
- (xii) remove or move any furniture, furnishings equipment from the Laundry Room, Storage Room or other areas of the Common Property;
- (xiii) erect or place any building, structure, tent, trailer or motorhome (either with or without living, sleeping or eating accommodation) or any other item on the Common Property, in their Storage Unit, in their Parking Unit, or on any Privacy Area assigned to them without the prior written consent of the Board and notwithstanding such consent shall be responsible for the maintenance of such and for any damage to the area;
- (xiv) penetrate the building envelope or the interior of the outside walls with any nails or other objects, or do any act or permit any act to be done, or alter or permit to be altered their Unit in any manner (which shall include Parking Units and Storage Units), which will alter the exterior appearance of the structure comprising their or any other Units without the prior written consent of the Board;
- (xv) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit, or on the Common Property or on the real property of the Corporation, clothes lines, garbage cans, recreational or athletic equipment, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior written consent of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any Unit or on the Common Property without the prior written consent of the Board. Upon removal of any approved item, an Owner shall restore the Common Property to its previous condition prior to such installation as approved by the Board and further PROVIDED THAT:
 - A. an Owner may put up festive coloured or white lighting and similar decoration on their balcony, patio or deck Privacy Area for a maximum of sixty (60) days in a calendar year, and such shall be done at their sole expense, and they agree to and shall restore and refurbish any Common Property or Unit damaged as a result of such installation or removal at their sole cost and expense;
 - B. any lighting or decoration as above may only be affixed with hangers which will not damage or penetrate the balcony, deck or railing material, and must be in a manner and kind which shall be maintained in good repair and in appearance consistent with and in total integrity with the balance of the Project;

- (xvi) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in the Unit or on the Common Property. Provided however, that such restrictions do not apply to:
 - A. reasonable amounts of materials used for normal maintenance and repair of the Unit, which is stored away from any open flame; or
 - B. propane gas normally used to operate an Owner's barbeque. Such propane barbeque is to be used only on the patio in the open air on the Privacy Area balcony, patio or deck.
- (xvii) do anything or permit anything to be done in the Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire, flood, freeze-up or other damage which would cause an additional expense to the Corporation or which would tend to increase the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xviii) do anything or permit anything to be done by any Occupant of their Unit within their 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;
- (xix) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds of the Common 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;
- (xx) store any bicycle or scooter anywhere other than in the Owner's Storage Area or in the bicycle racks designated by the Board. Bicycles shall not be chained to any buildings or balcony railings or stored on balconies, patios or in racks designated for visitor's use, except with the prior written approval of the Board;
- (xxi) without the prior written approval of the Board, have any right of access to those portions of the Common Property used for Utility areas, for building maintenance, Storage Areas not specifically assigned to them under Bylaw 57, for operating machinery or to any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- (xxii) use any skateboard, scooter, in-line skates, trick bicycles or any similar equipment on the Common Property. No playing of street hockey is allowed on the Common Property;
- (xxiii) bring or store any commercial shopping carts on the Common Property or into any Unit other than to unload groceries or parcels and immediately return the same to the authorized location;

- (xxiv) permit, allow or cause any builders' lien to be registered against the condominium additional plan sheet certificate and if any such lien is registered, the Corporation may, in its' sole discretion, pay out such lien in such manner as it sees fit, and charge all costs associated therewith, including solicitor and own client costs on a full indemnification basis, back to the Owner;
- (xxv) deposit customary household refuse, compost, recycling and garbage outside of their Unit other than in the appropriate waste and garbage enclosure. All bulk waste items and items the Municipality or contracted waste removal company will not normally collect, including discarded household furnishings, construction materials, paints or tires, shall not be placed on the garbage enclosure or on the Common Property and shall be promptly removed from the Project by the Owner at their sole cost and expense. No garbage, composing, recycling or litter shall be left outside a Unit or anywhere on the Project except as aforesaid in the waste and garbage enclosure;
- (xxvi) erect, place, allow, keep or display signs, billboards, advertising matter, signs, or other notices or displays of any kind on the Common Property including any Privacy Area assigned to them or in or about any Unit in any manner which may make the same visible from the outside of the Unit without the prior written consent of the Board although a real estate sandwich-board sign is allowed for an open house. Otherwise, no signs shall be placed anywhere on the landscaped area;
- (xxvii) permit any member of their household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- (xxviii) allow their Unit (which shall specifically include Storage Units and Parking Units) or their Privacy Area 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;
- (xxix) with respect to renovations, make or cause to be made:
 - A. any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical system changes, alterations or additions to their Unit;
 - B. any common heating and ventilation changes, including installation of "in-window" or permanent air conditioning units;
 - C. any structural alterations to the boundary of any Unit including load bearing walls;
 - D. any changes or alterations whatsoever to any ceiling or floor; or

- E. installation of any hot tub or jetted tub;

without first having the tradespeople, design and specifications of such alteration or addition approved in writing by the Board. If requested by the Board, the Owner requesting such approval agrees to:

- F. submit detailed drawings and/or a detailed description of the proposed alteration, addition or renovation to the Board;
- G. pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications or otherwise advise the Board (including advice that the Common Property will not be adversely affected);
- H. obtain, at their own expense, and provide the Board with all required permits (including, but not limited to, building and development permits) and inspection reports within ten (10) days of receipt of the same. If any services which are shared by any other Unit or the Common Property are affected, then certificates shall be provided by experts as are required confirming how such service will be affected by the proposed change;
- I. disclose all contractors and sub-contractors and provide evidence of appropriate insurance coverage, such as construction insurance (if applicable) and WCB coverage;
- J. provide copies of any final plans showing the changes after the renovations are completed, drawn on an "as- built" basis;
- K. pay any costs incurred by the Corporation for restoration or removal by the Board (or its duly authorized representative(s)) of any alteration or addition made by an Owner without such approval. Such costs shall bear interest at the Interest Rate from the time such costs are incurred until paid and may be recovered by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and their own client basis);
- L. ensure that all renovations are done between the hours of 8 a.m. to 8 p.m. Monday through Friday with no work being done on weekends or statutory holidays, and shall comply with all Municipal noise bylaws;
- M. ensure removal of debris from the Unit and keep the Common Property in a clean and neat condition both during and after the renovation work is done. No renovation debris is to be disposed of in any garbage containers of the Corporation. Notwithstanding that the Owner may have an agreement with any party doing the renovations to remove such debris, the ultimate responsibility relating to the removal of the debris and the maintenance of the Common Property, remains with the Owner; and

- N. ensure the Board's satisfaction that the cosmetic and/or resulting sound effects of any changes are in keeping with the appearance of the other Units, and of the Project as a whole, and that any such changes do not in any way affect the quiet enjoyment of any other Owners in respect of the use by other Owners of their own Units or the Common Property;
- (xxx) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
- (xxxi) dispose of fats, oils, grease, paint, cosmetics, towels, rags, personal hygiene products and wipes down sink drains, toilets, floor drains or into any part of the sewer system;
- (xxxii) shovel or brush snow, run water, throw anything or allow anything to fall onto the Privacy Area of another Owner;
- (xxxiii) use a patio or balcony Privacy Area, or other areas outside of a Unit for the storage of personal belongings or other goods or chattels, or allow or cause any household or personal effects or articles belonging to them to be kept anywhere except inside the 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 Unit when not in actual use. However, patio/balcony furniture, flowerpots, bicycles or propane barbeques are allowed on patio or balcony Privacy Areas, FURTHER NOTING THAT:
 - A. each Owner will comply with all requests of the Board or its representatives regarding the storage of such items;
 - B. no sofas, freezers, car seats, mattresses, paint cans, vehicle batteries, motor oil, tires, household appliances, household furniture, bicycles, gardening equipment or packing boxes shall be stored on a balcony or patio;
 - C. nothing shall be hung from the exterior of the Unit or attached to a railing without the prior written consent of the Board; and
 - D. no storage sheds shall be erected or installed anywhere on the Parcel without the prior written approval of the Board.
- (xxxiv) use foil, bed sheets, towels, flags, newsprint or other opaque or objectionable material on any window visible from the exterior of the Unit. An Owner shall not install window tinting or any security film to a window visible from the exterior of the Unit without the prior written consent of the Board;
- (xxxv) feed or harbour pigeons, gulls or other such birds, squirrels or any other wildlife from the patio, or window of the Unit or on the Common Property. Bird feeders or squirrel feeders are not allowed anywhere on the Project;

- (xxxvi) render a Unit unfit for human habitation. An Owner shall control all pests inside any Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control;
- (xxxvii) paint, decorate or otherwise alter any portion of any Unit required to be maintained by the Corporation without the prior written consent of the Board;
- (xxxviii) cook on the patio or balcony Privacy Area of the Unit except with a propane or electric barbeque. An Owner shall not use a charcoal briquette barbeque or ignite a fire on the Common Property, including the Privacy Area, nor erect or use any fireplace, fire pit or portable fire receptacle (all referred to herein as a "Fire Receptacle". Fire Receptacle includes a chimney, wood burner, fire table, fire bowl, fire pit bench, portable fireplace, outdoor hearth, fire stove, fireplace chimney or any other outdoor fire receptacle) without prior written consent of the Board. Further, patio heaters are not allowed without the prior written consent of the Board;
- (xxxix) smoke, vape or allow smoking or vaping of any product or substance (including but not limited to tobacco or cannabis) anywhere on the Common Property (which includes no smoking on the Privacy Areas) or within a Parking Unit or Storage Unit, and shall:
 - A. attempt to restrict smoke, vapor and other noxious substances from entering adjoining premises;
 - B. dispose of smoking material into a fire retardant receptacle; and
 - C. not throw cigarette butts, matches or other smoking or combustible materials out of windows or anywhere on the Common Property;
- (xl) grow, cultivate or produce any type of cannabis plant anywhere upon the Parcel;
- (xli) allow their heating system to be rendered inoperable during the heating season and maintain sufficient heat (and adequately limit ventilation) within the Unit so as to keep the ambient temperature in the Unit above the freezing temperature of water;
- (xl ii) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
- (xl iii) use or permit any member of their household, guests or visitors to use, any or the amenities or an portion of the Common Property except in strict accordance with any Rules or Policies therefore which may be established by the Board from time to time and, upon publication of a Rule or Policy so made by the Board, the same shall be binding upon each Occupant of the Unit, their visitors and guests and any violation of such Rules and Policies may result in the loss of use of the Common Property amenities for a period as decided by the Board;

- (xlv) install any flags, wind socks or wind chimes on the Common Property without the prior written consent of the Board;
 - (xlv) fly or operate a drone or radio-controlled airplane or helicopter around the exterior of the building on the Unit or Common Property;
 - (xlv) leave a Unit vacant or unattended in excess of seven (7) days without inspection by the Owner or their agent;
- (d) An Owner shall ensure that their Occupants and Tenants comply with those requirements that the Owner must comply with under subsections (a) - (c) hereof.

62.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 times with the full powers of the Act and to use all remedies available to it under the Act.

63.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.

64.INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every Board Member, Manager, officer, authorized volunteer or employee and their heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Board Member, Manager or officer of the Corporation, except as to matters as to which they 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 covered by a fidelity bond or crime coverage insurance by a recognized bonding institution or insurance company in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding or insurance to constitute a Common Expense of the Corporation.

65. NON-PROFIT CORPORATION

The Corporation is not organized for profit. No Owner, Board Member 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 Board Member 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; and
- (b) any Board Member or Owner may, from time to time, be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

66. 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 at least fourteen (14) days prior to the date of any such Special Resolution.

APPENDIX "A"

Storage Spaces Diagram

APPENDIX "B"

Roof-Top Decks Diagram