

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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POLO TERRACE

NOTICE OF CHANGE OF BYLAWS

(CDE-1: FORM 3)

(CONDOMINIUM PROPERTY ACT, s. 32)


CONDOMINIUM CORPORATION NO. 991 2839 ("the Corporation") hereby certifies that by a special resolution passed as of the 13th day of May, 2013:

- (a) the Corporation's bylaws, being the Bylaws registered as instrument #991 317 171 on October 29, 1999, are repealed, and
- (b) the bylaws attached to this form shall become the Bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same.

The seal of the Corporation was hereunto affixed on the 17th day of June, 2016 in the presence of its proper signatories set forth below.

CONDOMINIUM CORPORATION NO. 991 2839

Per:


Print Name: Garth Elgie
DIRECTOR

Per:


Print Name: Mike Ivanusic
DIRECTOR

(Corporate Seal)



POLO TERRACE

BYLAWS OF CONDOMINIUM CORPORATION NO. 991 2839

SUMMARY OF CONTENTS

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT #991 317 171 ON OCTOBER 29, 1999.

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

NOTE: These Bylaws have been passed by Condominium Corporation No. 991 2839 for the purpose of repealing, replacing and substituting the Bylaws registered in the South Alberta Land Registration District as instrument #991 317 171 on October 29, 1999.

POLO TERRACE

BYLAWS OF CONDOMINIUM CORPORATION NO. 991 2839

1. **DEFINITIONS AND INTERPRETATION**

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

- a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- b) "Board" means the Board of Directors of the Corporation;
- c) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- d) "Capital Replacement Reserve Fund" means the capital replacement reserve fund required to be established and maintained by the Corporation in accordance with the Act;
- e) "Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
- f) "Common Property" means so much of the Parcel as is not comprised in or does not form part of any Residential Unit or Parking Unit shown on the Condominium Plan;
- g) "Condominium Plan" means the Condominium Plan registered under the Act as No. 991 2839;
- h) "Corporation" means the corporation constituted under the Act by the registration of the Condominium Plan whose legal name is "Condominium Corporation No. 991 2839";
- i) "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;
- j) "General Meeting" includes both annual and extraordinary general 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;
- k) "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 is the Board;

- l) "Interest Rate" means eighteen (18%) percent per annum, calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- m) "Manager" means any property manager contractually appointed by the Board;
- n) "Municipality" or "Municipal" means the City of Calgary;
- o) "Occupant" means a person resident in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for a period of thirty (30) days or more in any calendar year;
- p) "Ordinary Resolution" means a resolution:
 - i) passed at a properly convened meeting of the Corporation by a majority of all the persons present or represented by proxy at the meeting and entitled to exercise the powers of voting conferred by the Act or these Bylaws; or
 - ii) signed by a majority of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing more than 50% of the total Unit Factors for all of the Units;
- q) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit;
- r) "Parcel" means the land comprised in the Condominium Plan;
- s) "Parking Units" means, respectively, Units #120 to #302 inclusive, or the person(s) who are registered as Owners thereof;
- t) "Privacy Area(s)" means the balcony area immediately adjacent to and affixed to a Residential Unit to which the Owner has sole access;
- u) "Private Motor Vehicle" means cars, station wagons, light trucks up to 3/4 ton size, mini-vans, motorcycles and sport utility vehicles;
- v) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and buildings which constitute the Units and Common Property;
- w) "Regulation" or "Regulations" means the *Condominium Property Regulation* currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- x) "Residential Unit" or "Residential Unit Owner" means, respectively, Units #1 to #119 inclusive, or the persons who are registered as Owners thereof;
- y) "Special Resolution" means a resolution:

- i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- z) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not legally married;
- aa) "Unit" means a space situated within a building and described as a Unit in the Condominium Plan by reference to floors, walls and ceilings within the building and shall include for Residential Units for the purposes of these Bylaws:
 - i) all window screens;
 - ii) all ceiling and wall coverings including, but not limited to, paint, wallpaper, ceiling stipple, drywall or any substance used in lieu installed throughout the total Unit;
 - iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood look-alikes;
 - 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 they were installed at the time of Unit construction or at a later date;
 - vi) all electrical appliances and fixtures and all insulation in the Unit;
 - vii) all Unit plumbing, including pipes and fixtures, inside the Unit including, but not limited to:
 - (A) bathroom fixtures such as baths, toilets and sinks;
 - (B) bathtub trap;
 - (C) kitchen sink and pipes under sink;
 - (D) all water taps (kitchen and bathroom);
 - viii) all screen doors and door hardware;
 - ix) all Unit electrical including, but not limited to, panel circuit breakers,

wire, fixtures, cables and conduits within the Unit;

- bb) "Unit Factor" means the Unit Factor for each Unit as specified or apportioned in accordance with the Condominium Plan.
- cc) "Utilities" means all shallow and deep utilities as 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, telecommunication and cable television facilities to the Units.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these Bylaws and other expressions used in these Bylaws and not defined in the Act or in these Bylaws have the same meaning as may be assigned to them in the *Land Titles Act*, R.S.A. 2000, c. L-4 or the *Law of Property Act*, R.S.A. 2000, c. L-7, as amended from time to time or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, and vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

2. MISCELLANEOUS PROVISIONS

In addition:

a) HEADINGS

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

b) RIGHTS OF OWNERS

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

c) CONFLICT WITH ACT

If there is any conflict between the Bylaws and the Act, the Act 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 as well as non-annual maintenance or unscheduled maintenance.

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 an Owner's Unit for the purpose of:
- i) inspecting the Unit and maintaining, repairing, replacing or renewing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities for the time being existing in the Unit or that exist in or on the Unit and are used or capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - ii) maintaining, repairing, replacing or renewing the Common Property;
 - iii) ensuring that the Bylaws are being observed;
 - iv) doing any work for the benefit of the Corporation generally;
 - v) gaining access to meters monitoring the use of any Utility.

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Unit Owner;

- b) forthwith:
- i) carry out all the work that may be required pursuant to these Bylaws or as required by the Municipality or public authority in respect of that Owner's Unit; and
 - ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of that Owner's Unit;
- c) duly and properly clean, wash, repair, maintain and, when required, replace:
- i) the interior of the Unit and all contents therein including all fixtures, appliances, improvements and additions thereto;
 - ii) all windows of the Unit that are located on the interior walls of the Unit, all window hardware, weatherstripping, and the interior trim of windows. The Corporation shall wash the exterior surface of all non-accessible windows at its discretion. An Owner shall wash the exterior surface of all accessible windows and sliding glass doors. The Corporation shall paint the exterior window trim;
 - iii) the doors of a Unit located on the interior walls of a Unit and all door hardware. An Owner shall paint the interior surface finishing and interior trim of Unit access doors. The Corporation shall paint the exterior door trim and the exterior surface finishing of Unit access doors;
 - iv) all screen doors and window screens;

- v) the fireplace in the Unit;
- vi) all Unit keys, fobs, and mailbox keys and locks; and
- vii) any Privacy Area (and any plants or landscaping therein) which is located on or which comprises any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58 and, if the Owner shall not maintain such 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 58 shall apply;

BUT EXCLUDING all outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit, and keep the Owner's Unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;

- d) not paint the exterior of the Unit or building nor make any repairs, additions or alterations to the exterior of the Unit or the building (INCLUDING interior and exterior load bearing and partition walls and windows and doors) of which the Unit forms a part or to the common plumbing, common mechanical or common electrical systems within the Owner's Unit without first obtaining the written consent of the Corporation;
- e) use and enjoy the Common Property in accordance with these Bylaws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners and Occupants;
- f) not use the Owner's 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 of the other Owners or Occupants;
- g) notify the Corporation forthwith upon any change of ownership or of any lease or other dealing in connection with the Owner's Unit;
- h) comply strictly with these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time and cause all occupiers of and visitors to the Owner's Unit to similarly comply;
- i) pay to the Corporation (or if requested, to the Manager) when due all contributions levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- j) pay to the Corporation all legal expenses incurred as a result of it having to

take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on solicitor and his own client indemnification basis;

- k) if he wishes the Corporation to respond to suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Manager;
- l) deposit with the Corporation, if requested, duly executed post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming or remaining budgetary term;
- m) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner; and
- n) not unreasonably interfere with the lawful activities of the Board or 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, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- b) do all things required of it by the Act, these Bylaws and any other rules and regulations in force from time to time and shall take all necessary steps reasonable to the Board to enforce these Bylaws;
- c) maintain and repair (INCLUDING renewal where reasonably necessary) the elevators (including shafts and pits), garage door, exterior lighting, all common heating and common air-conditioning systems, the security system, the fire panels, all electrical and mechanical rooms, and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of Utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one (1) Unit or Common Property;
- d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;

- e) subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to maintain any part of the Common Property or a Unit over which such Owners are granted exclusive right of use, maintain, repair and replace;
 - i) the exterior or outside surfaces of the buildings comprising the Units (INCLUDING all windows and doors and sliding glass doors except to the extent the Owner is required to repair and maintain under Bylaw 3(c), which shall be the responsibility of an Owner). The Corporation shall, as required in its sole discretion, wash the exterior surface of all inaccessible windows on the exterior walls of a Unit;
 - ii) any leakage or exterior caulking around windows;
 - iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Units and the Common Property including the structural maintenance of any Privacy Area which is located on any part of the Common Property to which an Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58;
 - iv) all Parking Units, landscaped areas, all walkways, the parkade, parkade ramp, parkade door and the garbage chute and room;
 - v) all balcony rails and perimeter fencing and related posts;
 - vi) rain gutters;
 - vii) all hallway unit numbers;
 - viii) isolation/zone valves and thermostats;
 - ix) all light fixtures (including bulbs) on the exterior walls of a Unit;
 - x) exterior dryer vents outside of the interior finishing on a Unit;
 - xi) all common Utility services within, on, in, under or through the Units, all Utilities outside of the interior finishing of the floors, walls, and ceilings of a Unit, and all utilities on Common Property, including any underground sprinkler system;
- f) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32;
- g) subject always to and in accordance with the Act and any Regulation, establish and maintain out of the contributions to be levied by the Corporation towards the Common Expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any portions of the Units for which the Corporation is responsible, any real and

personal property owned by the Corporation and the Common Property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such improvements are authorized by Special Resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any Owner of a Unit except where the Project ceases to be governed by the Act. The Board shall:

- i) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - (A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - (B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments; and
 - (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;
- ii) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;
- iii) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund;
- iv) upon written request, at the expense of the person requesting, provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 29 of the Regulation to any person purchasing a Unit or any mortgagee of a Unit;
- h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- i) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the hallways, stairs and stairwells, mailroom and mailboxes (except locks and keys), intercom system, lobby, vestibule, fire prevention system and boxes, and all grassed or landscaped areas of the Common Property PROVIDED THAT the general cleaning and maintenance of any Privacy Area designated to an Owner under Bylaw 5 or Bylaw 58 shall be the prime responsibility of the

Owner to whom such Privacy Area has been assigned;

- j) provide adequate garbage receptacles or containers in the garbage room on the Common Property for use by all the Owners and provide for regular collection therefrom;
- k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;
- m) establish and maintain lawns, trees and shrubs and other landscaping on the Common Property and replace, in the discretion of the Board, any lawns, trees or shrubs which die;
- n) 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; and
- o) repair, replace and maintain windows and doors on the exterior walls of a building. 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 Special Resolution;
- c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by any combination of those means;

- d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- e) make an agreement with an Owner, tenant or other occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner, tenant or occupier thereof;
- f) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property or special privileges in respect thereof and, except for the provisions of these Bylaws relating to Privacy Areas, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- g) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- i) raise the amounts of money so determined by levying contributions on the Owners in proportion to the Unit Factors for their respective Units or as otherwise herein provided;
- j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a general meeting;
- l) 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 repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- n) acquire Parking Units for purposes of visitor parking, resale or otherwise;
- 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 and otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *Business*

Corporations Act, R.S.A. 2000, c. B-9 (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 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.

6. THE CORPORATION AND THE BOARD

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

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, Spouses of Owners, representatives of corporate Owners, or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting just prior to the election of the Board.
- b) A Board member must be eighteen (18) years of age or older.
- c) Only one (1) Owner or his/her Spouse in respect of a Unit may sit on the Board at any point in time.
- d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he may have with the Corporation either contractual, financial or employment related and shall refrain from voting on any matter of conflict.
- e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith.
- f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.
- g) No Owner who is currently not in compliance with the Bylaws or other rules or regulations of the Corporation then in force, who has been given notice of non-compliance and failed to remedy or dispute such non-compliance within thirty (30) days of such notice shall be eligible for election to or membership on the Board.

8. RETIREMENT FROM BOARD AND TERM OF OFFICE

A Board member shall be elected for a one (1) year term. At each annual general meeting of the Corporation all of the members of the Board shall be deemed to have retired from office and the Corporation shall elect new members accordingly.

9. ELIGIBILITY FOR RE-ELECTION TO BOARD

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

10. REMOVAL FROM BOARD

Except where the Board consists of all of the Owners, the Corporation may, by resolution at an extraordinary general meeting, remove any member of the Board before the expiration of that member's term of office and appoint another Owner in that member's place, to hold office until the next annual general meeting.

11. CASUAL VACANCY ON BOARD

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

12. QUORUM FOR BOARD

A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) members and four (4) where the Board consists of six (6) or seven (7) members. Any member of the Board may participate via telephone or similar remote means and be considered present in person for all purposes including quorum and voting. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions.

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 Chairman of the Board and shall have a casting vote to break a tie in addition to his original vote. A person ceases to be an officer of the Corporation if he ceases to be a member of the Board. Where a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term. A Board member may simultaneously hold two (2) offices.

14. CHAIRMAN OF BOARD MEETINGS

The President shall act as chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. Each meeting of the Board shall be held within the Municipality

unless the Owners agree by Ordinary Resolution, to hold the meeting in another location.

15. DUTIES OF OFFICERS

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

16. VOTES OF BOARD

Voting by Board members shall be governed as follows:

- a) At meetings of the Board, all matters shall be determined by simple majority vote.
- b) A resolution of the Board in writing signed 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) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means 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 ratified and documented into the minutes at the next scheduled meeting of the Board.
- d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, he must disclose his interest and refrain from voting on such agreement or transaction.
- e) All Board meetings shall be conducted in accordance with the rules of procedure adopted by the Board.

17. FURTHER POWERS OF BOARD

The Board MAY:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by the Board member, specifying the reason for calling the meeting;
- b) appoint or employ for and on behalf of the Corporation such committees, 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 real property manager or

agent for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Under such contract, if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by, and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:

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

18. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- a) subject to any valid restrictions or directions given at a general meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- c) cause minutes to be kept of general meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;

- e) prepare 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 an Owner or mortgagee, make the books of account available for inspection at a time convenient to such Board member;
- h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent chartered accountant, certified general accountant or certified management 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 Statement or Notice to Reader Report of the receipts of contributions of all Owners toward the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader Report within ninety (90) 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;
- j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- k) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board; and
- l) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

19. DEFECTS IN 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 appointment or continuance in office of any member of the Board, as valid as if the member had been duly appointed or had duly continued in office.

20. VACATING OFFICE OF BOARD MEMBER

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

- a) resigns his office by notice in writing to the Corporation;
- b) dies;

- c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner;
- d) becomes bankrupt;
- e) is 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;
- g) attends any Board meeting while intoxicated or is absent from meetings of the Board for a continuous period of 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 his office be vacated;
- h) ceases to qualify for membership pursuant to Bylaw 7;
- i) in the case where a company is a member of the Board, if the company is in arrears as set forth in sub-paragraph c) above, if it becomes bankrupt or makes an assignment for the benefit of creditors, or if proceedings are commenced to wind up the company other than for the purpose of amalgamation or reconstruction;
- j) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- k) commences any legal proceedings against the Board or the Corporation.

21. SIGNING AUTHORITIES

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

22. CORPORATE SEAL

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

23. ANNUAL GENERAL MEETINGS

An annual general meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. Each such meeting shall be held within the Municipality, unless the Owners agree, by Ordinary Resolution, passed at the Corporation's annual general meeting, to hold

the meeting in another location.

24. EXTRAORDINARY GENERAL MEETINGS

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

25. CONVENING EXTRAORDINARY GENERAL MEETINGS

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than twenty (20%) percent of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than twenty (20%) percent of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to twenty (20%) percent of the total Unit Factors convene an extraordinary general meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

26. NOTICE OF GENERAL MEETINGS

A minimum of fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these Bylaws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. 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.

27. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

- a) All business that is transacted at any annual or extraordinary general meeting ~~or at an annual General Meeting,~~ with the exception of the consideration of accounts and financial statements, appointment of ~~the~~ auditors and solicitors, election of members to the Board, election of the Chairman, calling of the roll, certification of proxies and proving notice of meeting, shall be deemed special business;
- b) The nature of such special business and the text of any resolution to be submitted to the meeting must be set forth in the notice of general meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business;
- c) ~~Items of special business must be set forth in the notice of general meeting in sufficient detail so as to permit an Owner or mortgagee to form a reasoned judgment on the nature of that business.~~ Items of special business may or may not require a Special Resolution. Unless otherwise specifically required by the Act or these Bylaws, all business may be conducted or approved by

Ordinary Resolution;

- d) All general meetings of the Corporation shall be conducted in accordance with the rules of procedure established by the Board; and
- e) If at any time during a general meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions.

28. QUORUM FOR GENERAL MEETINGS

Save as in these Bylaws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter (1/4) of the persons entitled to vote representing not less than 2500 of the Unit Factors present in person or by proxy shall constitute a quorum. Any Owner may participate via telephone or similar remote means and be considered present in person for all purposes including quorum and voting.

29. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes to allow further Owners to attend 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.

30. CHAIRMAN FOR GENERAL MEETINGS

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

31. ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at General Meetings, and as far as is appropriate at all extraordinary 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 Chairman of the meeting;
- b) call to order by the Chairman and establish quorum;
- c) proof of notice of meeting or waiver of notice;
- d) reading and disposal of any unapproved minutes;
- e) reports of officers;
- f) reports of committees;
- g) financial report;

- h) appointment of auditors and solicitors;
- i) resignation of the Board;
- j) election of Board;
- k) unfinished business;
- l) new business; and
- m) adjournment.

32. VOTING BY SHOW OF HANDS

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

33. POLL VOTES

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

34. VOTING CALCULATION

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

35. VOTES PERSONALLY OR BY PROXY

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

36. PROXIES

An instrument appointing a proxy shall be in writing under the hand of the appointer or the appointer's attorney, and may be either general or for a particular meeting. A proxy need not be an Owner. A non-Owner carrying a proxy from an Owner is not eligible for election to the Board as a non-Owner.

37. 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 his 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 28.

38. 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 anyone Co-Owner may demand a poll.
- b) On any poll, each Co-Owner is entitled to such part of the vote applicable to a Unit as is proportionate to that Co-Owner's 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.

39. RESOLUTION OF THE OWNERS

A resolution of the Owners in writing signed by each Owner or the Owner's duly appointed proxy shall have the same effect as a resolution passed at a meeting of the Owners duly convened and held.

40. SUCCESSIVE INTERESTS

Where Owners are entitled to successive interests in a Unit, the Owner entitled to the first interest (or if the Owner's 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.

41. TRUSTEE VOTE

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

42. 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 voting 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. The mortgagee's power to vote shall be limited by the Owner's failure to pay contributions as set forth in the Act.

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 regulations established pursuant to these Bylaws on the part of an Owner or any of such Owner's Occupants that has not been corrected, remedied or

cured within ten (10) days of having received written notification from the Corporation to do so, may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation, including costs as between a solicitor and own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the Interest Rate until paid.

- b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner or any of such Owner's Occupants which violates these Bylaws and for which ten (10) days prior written notice has been given by the Corporation and there shall be added to any judgment, all costs of such action including costs as between a solicitor and own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of the Owner's rights and the exercise of the Owner's remedies.
- c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the Owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Seventy-Five (\$75.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars, to be leviable upon the expiry of the time specified to rectify the breach if the breach has not been rectified. The notice alleging the breach shall also specify the non-monetary or monetary sanction to be levied if the breach is not rectified. If a tenant of an Owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the Owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.
- d) 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 and/or Section 67 of the Act to enforce the sanction.
- e) 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.
- f) Any member of the Board who observes that an Owner or any of such Owner's Occupants are violating the provisions of Bylaw 62.b)xvii) may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Common Property or in a Parking 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 Common Property or the Parking Unit by such towing, or to the violator's vehicle while on the Common Property or at any time while the infraction is being remedied.

44. 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.

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 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 an extraordinary general meeting to advise the Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given by registered mail to all Owners and mortgagees who have given notice.

Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred 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. Costs of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 46.

Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred 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:

- b) 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

- c) 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 a Unit or in or upon any part of the Common 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, 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) Notwithstanding anything to the contrary herein expressed or implied, each Owner shall be responsible for damage caused to any Unit, all items in any Unit, or the Common Property by himself, members of his family, his tenants or members of their families, his invitees and contractors or licensees that are not required by these Bylaws to be insured against by the Corporation (or in fact insured against by it whether required or not but only up to the amount of the insurance deductible). Should any Owner fail to repair such damage in a manner satisfactory to the Board or its representative then the Board or its representative may do or cause to be done such repair; and the Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon as herein provided for overdue assessments and such monies shall be a charge upon his 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 Board in the following manner:

- a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance:

- i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
 - (A) all of the insurable Common Property;
 - (B) all insurable property of the Corporation, both real and personal of any nature whatsoever;
 - (C) all of the Units, including all buildings and improvements and betterments made to the Units and the buildings of which the Board has knowledge (BUT EXCLUDING furnishings and other personal property of each Owner whether or not installed in the Building or Unit), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as Insureds;
 - (i) all Owners from time to time;
 - (ii) all mortgagees who have given written notice to the Corporation;
 - (iii) the Corporation; and
 - (iv) the Board of Directors and any person referred to in Bylaw 17 hereof;

(hereinafter collectively called the "Insureds") as their respective interests may appear;
- ii) Boiler and vessel insurance if any boilers and vessels exist;
- 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 such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- 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 the Owner in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board;
- v) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property;
- vi) Liability insurance for the Corporation arising out of the ownership, use

or operation of any machinery, equipment, and vehicles;

- vii) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution; and
 - viii) For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.
- 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) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;
 - vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event that, after damage, the status of the condominium is terminated;
 - vii) the policy shall be written on a stated amount basis;
 - viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnities each insured as if a separate policy had been issued to each Insured; and
 - ix) subject to sub-clause (g) below, the Corporation shall obtain and pay for all glass insurance for the project.
- c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common

Property, Units, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of its 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.

- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor, and a copy of each such policy shall be forwarded upon request as aforesaid to each mortgagee who has in writing notified the Corporation of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The Master policy 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.
- e) Notwithstanding anything aforesaid, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any) or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board or its authorized representative, and the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
- f) The Owners may, and upon written request of any mortgagee shall, carry insurance on their own Units as permitted by the Act provided that the liability of the insurers issuing insurance obtained by the Board hereunder shall not be affected or diminished by reason of insurance so carried by any Unit Owner AND PROVIDED FURTHER that neither the Corporation nor the Board shall be required or have any duty to insure the interests of tenants against liability or the interests of an Owner or such Owner's Occupants for their belongings, contents or other property. The insuring of any contents within a Unit is the sole responsibility of the Owner or such Owner's Occupants 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.
- g) 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 members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the potential claim, the Corporation may recover the deductible portion of the claim (whether made or not) from that Owner and such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with interest thereon as herein provided, for the amount of the deductible and all costs, charges and

liabilities associated therewith (including costs on a solicitor client basis) and with the collection thereof incurred by the Corporation, and such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

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 set forth herein and, without limiting the generality hereof, shall include the following:
 - i) All levies or charges on account of garbage and/or recycling 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 charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for clearing snow and debris from Common Property and parking areas as designated herein;
 - iv) All charges on account of lighting fixtures situated on any Unit owned by the Corporation or on Common Property including the bulbs in the exterior light fixture(s) on a Unit;
 - v) All charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit or Common Property for which the Corporation is responsible under these Bylaws;
 - vi) All costs of furnishings, tools and equipment for use in and about the Project facilities including the repair, maintenance or replacement thereof;
 - vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
 - viii) All charges incurred by the Corporation on account of maintenance, improvement, operation, repair or restoration of any Unit for which it is responsible or the Common Property, either in the absence of insurance coverage or within the deductible of insurance coverage, unless up to the insurance deductible amount is charged back to an Owner under Bylaws 45 or 46;
 - ix) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without

limiting the generality of the foregoing all legal, accounting, auditing and engineering (INCLUDING Capital Replacement Reserve Fund studies) fees and disbursements;

- x) All reserves for repairs and replacement of Common Property and portions of Units or buildings the repair or replacement of which is the responsibility of the Corporation;
 - xi) Maintenance of the exterior walls and other structural costs of the building;
 - xii) The cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
 - xiii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - xiv) The allocable or pro rata portion of the cost of any water or electricity taken from any exterior tap or plug which is billed directly to an Owner by the provider of such water or electricity and which is used by the Corporation for purposes of operating or maintaining Common Property.
- b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of the Unit:
- i) a copy of the budget for the ensuing fiscal year; and
 - ii) a notice of the assessment for the Owners' contribution towards the Common Expenses of the Corporation for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the Unit Factors for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:
 - (A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; or
 - (B) any expenses that relate directly and solely to the maintenance, improvement, operation, repair 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 Units of such maintenance, improvement, operation, repair or restoration, as the Board may determine.
- c) The budget 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.
- d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided

for in the annual budget.

- e) The Common Expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.
- f) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.
- g) The Corporation shall, on the application of an Owner, purchaser or mortgagee, or the solicitor of any Owner, purchaser or mortgagee or any person authorized in writing by any of these persons, certify within ten (10) days:
 - i) the amount of any contribution determined as the contribution of the Owner;
 - ii) the manner in which the contribution is payable;
 - iii) the extent to which the contribution has been paid by the Owner; and
 - iv) the interest owing, if any, on any unpaid balance of a contribution;

and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.
- h) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
 - i) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
 - ii) the particulars of:
 - (A) any action commenced against the Corporation and served upon the Corporation;
 - (B) any unsatisfied judgment or order for which the Corporation is liable; and
 - (C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;

- iii) the particulars of or a copy of any subsisting management agreement;
 - iv) the particulars of or a copy of any subsisting recreational agreement;
 - v) a copy of the current budget of the Corporation;
 - vi) a copy of the most recent financial statements, if any, of the Corporation;
 - vii) a copy of the Bylaws of the Corporation;
 - viii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
 - ix) the particulars of or a copy of any subsisting lease or exclusive use agreement with respect to the possession of any portion of the Common Property;
 - x) a statement setting forth the amount of the Capital Replacement Reserve Fund;
 - xi) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
 - xii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of request in any of the buildings that are included in the Condominium Plan;
 - xiii) the particulars of any post-tensioned cables that are located anywhere on or within the property that is included in the Condominium Plan;
 - xiv) in the case of a mortgagee, the records pertaining to the management or administration of the Corporation as prescribed in Section 45 of the Act.
- i) The omission by the Board to fix the contributions hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these Bylaws or release of the Owner or Owners from their obligation to pay the contributions or special assessments, or any 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 himself from liability for Owner's contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning his Unit.
 - j) The Board or the Manager supplying any documents required to be provided in these Bylaws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

48. SPECIAL ASSESSMENTS

If at any time it appears that the annual contributions towards the Common Expenses will

be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or assessment against each Unit in an amount sufficient to cover the additional anticipated Common Expenses. The Corporation shall give notice of such further assessment to all Owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the Owners in proportion to their Unit Factors or as set forth in Bylaw 47.b)ii). All such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

49. DEFAULT IN PAYMENT OF ASSESSMENTS

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

- a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of the Municipal or any local authority in respect of unpaid realty taxes, assessments or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, 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 legal fees and disbursements on a solicitor and own client basis from such defaulting Owner;
- b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, solicitor and his own client legal fees on 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 pursuant to Section 39(1)(c)(ii) of the Act. 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 for the next month following the date 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;

- c) 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 that lien thereby created in accordance with the other terms and conditions of this provision;
- d) 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;
- e) In the event of any 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, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee; and
- f) All reasonable costs of the Manager and administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and own client basis) which either the Manager or the Corporation expends as a result of any act or omission of an Owner, or an Owner's servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

50. ESTOPPEL CERTIFICATE

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

payment of such contributions notwithstanding that such payment is subsequently dishonoured or stopped by a financial institution.

51. LEASING OF UNITS

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

- a) In the event that any Owner desires to lease or rent a Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation signed by the proposed Occupant, that the proposed Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The Owner shall not be released of any of the Owner's obligations and shall be jointly and severally liable with the proposed Occupant with respect to such obligations.
- b) The Corporation IS HEREBY AUTHORIZED TO:
 - i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Corporation of its use;
 - ii) give notices to give up possession of Residential Units under Section 54 of the Act; and
 - iii) make applications to the Court under Sections 55 and 56 of the Act.
- c) No Occupant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom the Occupant rents or leases the Unit is in default of payment of contributions, in which case the Occupant 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 or lease payment made to the Owner.
- d) The Owner may be charged a fee by the Corporation for any move-in or move-out or supervision of same. Any move must be booked with the Manager at least seven (7) days in advance, and shall be conducted in accordance with the rules and regulations as established by the Board.
- e) Parking Units shall not be used by, leased to or rented to anyone who is not an Occupant of a Residential Unit.

52. SEVERABILITY

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

53. NOTICES

Unless otherwise expressly provided in these Bylaws, service of any notice required to be

given under the Act or under these Bylaws shall be well and sufficiently given if:

- a) sent by prepaid mail to:
 - i) the Owner at the address of his Unit or other known address;
 - ii) the address shown on the Certificate of Title to the Unit at the Land Titles Office;
 - iii) the Corporation at its address for service shown on the Condominium Plan; or
 - iv) a mortgagee at its address supplied to the Corporation;
- b) left with the Owner or some other adult person at the said address of the Unit; or
- c) put under the front door of the Unit.

Any notice given by post shall be deemed to have been sent and received forty-eight (48) hours after it is posted. An Owner or a mortgagee may at any time, in writing, advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these Bylaws. No form of notice under these Bylaws shall be deemed invalid solely because it was transmitted by facsimile or e-mail.

54. 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.

55. DEBT RETIREMENT ON TERMINATION

Subject to the provisions of the Act, upon termination of the condominium status for any purpose, all debts of the Corporation shall first be paid out of the assets, and the balance of the assets, if any, shall be distributed to the Owners in proportion to their Unit Factors or otherwise in accordance with the principles set forth in Bylaw 47.b)ii), subject to the interests of any mortgagees.

56. COMPANY WHICH IS MEMBER OF BOARD

A company which is a member of the Board may by proxy, power of attorney or resolution of its directors appoint such person as it thinks fit to act as its representative on the Board and to attend meetings thereof and vote at such meetings on behalf of the company and such representative shall be entitled to so act provided notice in writing thereof shall have been given to the Board. Where a company is the only member of the Board a minute or resolution signed by its representative or by the alternate of its representative duly appointed pursuant to the Bylaw next following shall be deemed to be a resolution of the Board.

57. ALTERNATE BOARD REPRESENTATIVE

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

58. PRIVACY AREAS AND PARKING AREAS

Privacy and parking areas shall be governed by the following terms:

- a) The Owner of a Unit shall have the exclusive use of the balcony area immediately adjacent and affixed to the Residential Unit which shall constitute a Privacy Area granted to an Owner pursuant to Bylaw 5. Any decoration of balconies may only be carried out after the prior written consent of the Board has been obtained therefore and the maintenance of such approved decoration shall be the sole responsibility of those Owners who have their exclusive use.
- 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 such Privacy Area assigned or designated by it hereunder.
- c) While any such Privacy Area is not included in the Condominium Plan as part of a 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 in a clean and sightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for clearing slush, snow and debris from the driveway, parkade ramp, all walkways and outside parking areas. The Corporation shall sweep the parkade and structurally maintain fences, Parking Units and areas, balconies and walkways to a standard considered reasonable by the Board.
- d) If an Owner shall fail to properly maintain any such Privacy Area assigned to the Owner after ten (10) days' notice to that Owner to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment,
- e) The term Privacy Area does not include any fence, rail or similar structure bordering any designated Privacy Area.
- f) 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.

- g) 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.

59. REALTY TAXES

The realty taxes and other Municipal and governmental levies or assessments against land, including improvements, comprising all or any part of the Units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act, but until such time as the assessing authority assesses each Unit and the share in the Common Property appurtenant thereto pursuant to the Act such realty taxes and other Municipal and governmental levies or assessments shall be apportioned and adjusted amongst all the Owners according to their respective Unit Factors.

60. INDEMNIFICATION OF OFFICERS AND MANAGERS

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

61. NON-PROFIT CORPORATION

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

- a) reasonable compensation may be paid to any member of the Board or Owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b) any member of the Board or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and

- c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to Bylaw 5.k).

62. USE AND OCCUPANCY RESTRICTIONS

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

- a) In this Bylaw:
 - i) "Occupant" means a person present in a Residential Unit and in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for more than thirty (30) days in any calendar year; and
 - ii) "Owner" includes a tenant;
- b) An Owner or Occupant SHALL NOT:
 - i) use a Residential Unit or any part thereof for any purpose which may be illegal or injurious to the reputation of the Project, for any commercial, professional or other business purpose, or for a purpose involving the attendance of the public at such Unit unless such use constitutes an authorized, permitted or discretionary use or approved "live-work Unit use" or "home occupation" as defined in the relevant Municipal Bylaw. No Owner or Occupant shall 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;
 - ii) make or permit noise in or about any Unit or the Common Property or allow any odour to emanate or escape from his Unit or conduct himself in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
 - iii) keep or allow any pet, animal, livestock or fowl of any kind (except fish) at any time to be on his Unit, on the Common Property or on any Corporation property, other than household animals and pets as are normally permitted in private homes in urban residential areas, and then only if approved by the Board in writing, which approval may be withdrawn on reasonable grounds on notice to that effect. Additionally:
 - (A) no livestock, snakes, rodents, reptiles, arachnids or fowl will be approved;
 - (B) all pets must be hand leashed outside a building or on the Common Property outside of Privacy Areas and kept under control and in the custody of a responsible person at all times who shall not allow a pet to urinate or defecate on any Unit or

Common Property of the Project and shall, if it occurs, clean up any animal defecation immediately;

- (C) leashes must not be longer than six feet (6'). Harnesses shall not be permitted for use on dogs weighing more than ten (10) pounds;
 - (D) no pet shall be left unattended on a Privacy Area;
 - (E) all approved pets must be licensed by the Municipality and vaccinated as recommended by a veterinarian;
 - (F) any Municipal Bylaws in effect with respect to pets at any point in time shall have effect within the Common Property and Municipal enforcement officers are hereby authorized and are permitted to enforce Municipal Bylaws on the Common Property;
 - (G) an Owner agrees to pay to the Corporation the cost of any repairs or damage (including the cost of replacement of urination patches) to the Common Property necessitated by and caused by a pet;
- iv) use or permit the use of the Residential Unit other than for residential purposes;
 - v) permit his Unit to be occupied as a place of residence by more than five (5) persons at any given time without the consent in writing of the Board nor shall the number of persons occupying a Unit exceed the numbers permitted by any Municipal or Provincial law or authority;
 - vi) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner, which will alter the exterior appearance of the structure comprising his Unit or any other Units without the prior written approval of the Board. No surface or overhead covering shall be applied to a balcony nor shall exterior balcony drainage be altered without the prior written consent of the Board;
 - vii) permit laundry, rugs, blankets or sleeping bags to be hung other than inside the Unit;
 - viii) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on any Parking Unit or on the Common Property or on any Privacy Area assigned to the Owner without the prior written consent of the Board;
 - ix) 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 disposal equipment, recreational or athletic equipment, 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 except with the prior written consent of the Board;

- x) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in his Unit, or on the Common Property, normal cleaning products, related household goods, and a natural gas or electric barbeque on a balcony excepted;
- xi) do anything or permit anything to be done in his 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 or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- xii) do anything or permit anything to be done by any Occupant in its Unit or on the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- xiv) deposit customary household refuse and garbage outside any Unit other than in proper secure non-drip garbage bags placed in the garbage chute, containers or enclosures provided by the Corporation. No breakable objects may be placed in the garbage chute. Any boxes or bulky items that may block the garbage chute must be carried to the garbage room. All bulk waste items such as discarded household furnishings, packing cartons, appliances, electronics, paints or tires which the Municipal Solid Waste Services will not normally collect shall be removed from the Project by the Owner at that Owner's sole cost and expense;
- xv) erect, place, allow, keep or display signs, billboards, advertising matter, realtor lock boxes or other notices or displays of any kind on the Common Property including any Privacy Area assigned to the Owner 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 approval of the Board;
- xvi) permit any member of his household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;
- xvii) in regard to parking and operating a Private Motor Vehicle on the Project:
 - (A) permit any person to use or occupy a Parking Unit unless such

person is a lawful Occupant of a Residential Unit;

- (B) use the common driveway or roadway or any part of the Common Property other than for ingress to and egress from a Parking Unit;
- (C) wash Private Motor Vehicles, recreational vehicles, equipment or trailers anywhere on the Project except in such manner as will not cause nuisance or annoyance to other Owners or Occupants, and in compliance with all rules and regulations as established by the Board and the Municipality including, but not limited to, the use of environmentally acceptable biodegradable soap;
- (D) carry out any repairs or adjustments to Private Motor Vehicles on the Project other than minor repairs or adjustments, as determined by the Board, acting reasonably;
- (E) allow trailers, campers, boats, snowmobiles or any type of motor home or recreational vehicle or equipment to be parked or stored in a Parking Unit or on the Common Property without the prior written approval of the Board. A motorcycle and/or bicycle may be parked in a Parking Unit alone or with another Private Motor Vehicle provided such vehicle(s) do not extend into the common access driveway or block or encroach upon another Parking Unit or the Common Property;
- (F) bring onto the Project any vehicle other than a Private Motor Vehicle or any vehicle which is, in the sole discretion of the Board, objectionably noisy or any vehicle that is not in operating condition, licensed, or insured;
- (G) drive any Private Motor Vehicle on the Common Property at a speed in excess of fifteen (15) kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
- (H) allow a visitor to park any Private Motor Vehicle anywhere on the Project except in a stall designated by the Board for visitor parking and in compliance with the rules and regulations as established by the Board. No Owner or Occupant shall park in a visitor parking stall without the prior written consent of the Board;
- (I) allow any propane powered Private Motor Vehicle to be brought into, kept or stored in the underground parkade;
- (J) charge any electric Private Motor Vehicle, whether by trickle charge or otherwise;
- (K) allow any Occupant to park or store any Private Motor Vehicle on those areas of the Project designated for Visitor Parking without the prior written consent of the Board;

- (L) park any private motor vehicle anywhere on the project which leaks oil, grease, gasoline or antifreeze or which is, in any other way, offensive or hazardous. If such leak occurs, an Owner shall clean up the leakage as soon as reasonably possible;
 - (M) allow any Private Motor Vehicle to run longer than the minimum time required to enter or exit the parkade. Motors must be turned off when the vehicle is parked; and
 - (N) enter or exit the Parkade access doors without ensuring the doors are completely secured behind such Owner.
- xviii) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, guests or visitors or their vehicles;
 - xix) shake mops or dusters of any kind nor throw anything out any windows in any Unit, or on the Common Property, nor permit anything of this kind to be done;
 - xx) allow the Residential Unit, Parking Unit or Privacy Area assigned to an Owner to become untidy, unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner;
 - xxi) make or cause to be made any structural, common mechanical, common plumbing, common drainage, gas system or common electrical changes, alterations or additions to any Unit or any structural alterations to be made to the outer boundary of any Unit including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The Owner requesting such approval agrees to pay the cost of any engineer, architect or other expert engaged by the Board to review the design and specifications and advise the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;
 - xxii) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
 - xxiii) be responsible for clearing snow other than from the Owner's own balcony. An Owner shall not shovel or brush snow or run water on to another balcony;
 - xxiv) use the balcony or other areas outside of the building for the storage of personal belongings or other goods or allow or cause any household or personal effects or articles belonging to an Owner to be kept anywhere except inside the Owner's Unit when not in actual use, and

each Owner will comply with all 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, lawn furniture, flower pots, bicycles, a neat storage box (with prior Board approval) and/or a natural gas or electric barbeque on a balcony is permitted. No sofas, freezers, appliances, packing boxes, paints, electronic equipment or tires shall be stored or used on a balcony. No garbage is to be stored on a balcony;

- xxv) feed or harbour pigeons, gulls or other birds from the balcony or windows of a Unit or on the Common Property. No bird or squirrel feeders are allowed anywhere on the Project;
- xxvi) render a Unit unfit for human habitation. An Owner shall control all pests inside a Unit (regardless of the origin of such pests) and shall be responsible for the costs associated with such pest control;
- xxvii) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other Owners;
- xxviii) paint, decorate or otherwise alter any portion of the building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board;
- xxix) cook on a balcony other than using a natural gas or electric barbeque which is to be covered at all times when not in use, with a suitable barbeque cover that is in good condition, and that the gas supply valve supplying such natural gas to the barbeque is to be in the off position at all times when the barbeque is not in use. No propane or charcoal briquette barbeques, wood burning devices or open fires are allowed anywhere on the Project;
- xxx) except in the entrance way, kitchen and bathrooms of any Unit, fail to keep all floors in the Unit covered with wall to wall carpet and underlay without the express, prior written consent of the Board, and the Board shall, amongst other things, consider elements of sound control and attenuation with respect to any proposed floor covering variations;
- xxxi) without the written consent of the Board, have any right of access to those portions of the Common Property used from time to time for mechanical systems, utilities areas, building maintenance, storage areas, operating machinery or any other parts of the Common Property used for the care, maintenance or operation of the Project generally;
- xxxii) use or permit to be used any draperies, blinds or window coverings that are visible from the exterior of the building unless such draperies blinds, or window coverings are of a neutral, white, off-white or ivory shade, or are so lined, and shall not use foil, flags, bed sheets, towels, newsprint or other objectionable material (as determined by the Board acting reasonably) as draperies, blinds or window coverings. No film or window tinting shall be applied to a window on an exterior wall of a

Unit without prior written consent of the Board;

- xxxiii) erect, place, allow, keep or display signs, billboards, advertising matter "For Sale" signs, or other notices or displays of any kind on the Common Property, or in or about any building in any manner which may make the same visible from the outside of the Unit, excepting:
 - (A) signs permitted under an applicable Municipal bylaw;
 - (B) one small sign indicating the presence of an interior security system discretely placed on a non-sodded area; and
 - (C) realtor lock boxes are allowed;
- xxxiv) install or place, leave in place, allow to be installed or put in place or left in place, any Christmas or other decorations that will be visible from the exterior of the Unit with the exception of the time period between November 1st of each year to February 28th of the following year;
- xxxv) prevent or prohibit access to and use of exterior water taps and exterior plugs on his Unit for purposes of maintaining Common Property;
- xxxvi) smoke or allow smoking anywhere on the Common Property. An Owner shall not throw cigarette butts, matches or other smoking or combustible materials out of windows or over balconies;
- xxxvii) bring or store on the Common Property or in any Unit any shopping cart, carriage, buggy, trolley, moving equipment or other style of cart for transport of personal belongings or merchandise. Bicycles may only be brought to Units or storage areas through the parkade, and shall not be brought through the lobby areas;
- xxxviii) install any air-conditioning unit anywhere on a Privacy Area or on the Common Property unless said air-conditioning unit is not window mounted;
- xxxix) install or hang any wind chime, flag or windsock anywhere on a Privacy Area or on the Common Property; and
- xl) use or permit any member of his household, guests or visitors to use any portion of the Common Property except in strict accordance with any rules and regulations therefor which may be established by the Board from time to time.
- c) The following rules and regulations govern the use of all unassigned and general storage areas:
 - i) each Owner shall use the storage areas only for the storage of non-perishable property owned by him, including bicycles;
 - ii) no portion of such storage areas shall be used for human or animal

occupancy;

- iii) no goods, materials, chattels or other property shall be stored in any storage areas 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;
- iv) no foodstuffs or dangerous, noxious, filthy, offensive, explosive or flammable materials are permitted in storage areas;
- v) each Owner agrees that the Corporation shall have the right to enter into and upon any storage area at all reasonable times for the purposes of inspecting and ensuring compliance with these rules and regulations;
- vi) an Owner may only store goods, materials, chattels or other property that is actually owned by him in storage areas;
- vii) the Corporation is under no obligation as to the condition or temperature to be maintained or fitness of the storage area for the particular or general purposes of the Owner;
- viii) all goods and materials stored in the storage areas are at the Owner's sole risk. Each Owner acknowledges that he is obligated to obtain and maintain in force sufficient insurance to protect the goods stored by him in any 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, his guests, licensees or invitees in or upon any storage area;
- ix) if an Owner defaults under any provision of these Bylaws or any Rules and Regulations and such default is not cured to the reasonable satisfaction of the Corporation within seven (7) days after notice of such default has been given to such Owner, the Corporation may terminate such Owner's right to use the storage areas and may, at its sole option:
 - (A) require that the goods and materials of the Owner be removed from the storage area forthwith; and
 - (B) if the Owner fails to remove his goods and materials, the Corporation may consider such goods and materials abandoned and enter the storage area and remove to a location of its choice or dispose of such goods and materials. The Corporation may dispose of such goods and materials by public auction or private sale or return the goods to the Owner's last known address 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 (\$100.00) Dollars in value.

- d) The restrictions in use of Units have the following purposes:
 - i) to provide for the health and safety of condominium Occupants;
 - ii) to maintain the Common Property and Units in such a manner as to preserve property values; and
 - iii) to develop a sense of community.
- e) An Owner shall ensure that his Occupants comply with those requirements that the Owner must comply with under Subsections (b) and (c) hereof and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the Units on behalf of the Owners obtain from the tenants an undertaking, in writing, to the following effect:

"I _____, covenant and agree that I, all Occupants of my Unit, 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*, R.S.A. 2000, c. C-22 the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

63. 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.

64. 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.

65. RESTRICTIVE COVENANTS

Each of the Residential Units and the Parking Units in respect thereof are hereby charged with the following restrictive covenants:

- a) an Owner of the Residential Unit shall not permit any person to use or occupy a Parking Unit (whether under a lease, licence or otherwise howsoever) unless such person is the lawful Occupant of the Residential Unit, or unless such person is using or occupying the Parking Unit as a visitor with the consent of the Board;
- b) an Owner of the Residential Unit shall not sell, lease or otherwise dispose or divest itself of the Parking Unit except to the Condominium Corporation or to a person acquiring or owning a Residential Unit (whether by sale, lease or

otherwise) and then only subject to the terms and conditions hereof, the intent being that at all times the Parking Units shall be available for use by the occupiers of the Residential Units;

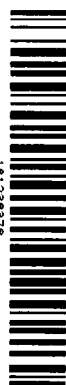
- c) an Owner of the Residential Unit who mortgages or otherwise encumbers the Residential Unit shall also secure the Parking Unit in respect thereof, such that in the event the mortgagee or encumbrancee is forced to realize on its security and effects a sale or other disposition of the Residential Unit, such sale or other disposition shall include the sale of the Parking Unit;
- d) an Owner of the Residential Unit shall not sell, partition or otherwise divide any interest in the Parking Unit so as to diminish its size;
- e) an Owner of the Residential Unit shall not use the Parking Unit other than as a parking area for one Private Motor Vehicle (and bicycle or motorcycle if they fit completely in the stall) without the prior written approval of the Board;
- f) an Owner or Occupant of the Residential Unit shall not erect any structures, improvements or fixtures on or within the Parking Unit or alter or add to the Parking Unit without the prior written consent of the Board;
- g) an Owner or Occupant of the Residential Unit shall not use those portions of the Common Property adjacent to the Parking Unit other than for access to and egress from the Parking Unit;
- h) an Owner or Occupant of the Residential Unit shall not allow the Parking Unit to become or remain in an untidy or unsightly condition; the Parking Unit shall at all times be kept in good and proper repair and the carrying out of any operations or privileges in connection with the easement granted herein will be done in good and workmanlike manner and will cause as little damage and inconvenience as possible to the Parking Unit and to the other Parking Units, and if any damage is caused to the Parking Unit(s) by any party, such party shall restore the Parking Unit(s) to their former condition as far as is reasonably practical. The Board shall have the right of entry and access to any Parking Unit as may be necessary to permit repairs or maintenance thereof or to give access to the Utility and service areas adjacent thereto;
- i) an Owner or Occupant of the Residential Unit shall indemnify and save harmless the Corporation from and against all fines, costs, suits, claims, demands and actions of any kind or nature to which the Corporation shall or may become liable or suffer by reason of any breach, violation or non-performance by such Owner or Occupant of any covenant, term or provision hereof or by reason of any injury occasioned to or suffered by any person or damage to any property by reason of wrongful act, neglect or default on the part of such Owner or Occupant or any of its servants, agents, contractors, tenants, Occupants or invitees;
- j) an Owner or Occupant of a Residential Unit shall not use a Parking Unit in any manner inconsistent with any Bylaw, resolution or regulation of the Corporation relating to the use thereof, and shall not bring onto or leave thereon any equipment, material or other thing prohibited from time to time by any Bylaw, resolution or regulation of the Corporation;

- k) an Owner shall not sell, lease or otherwise dispose of a Parking Unit, except subject to the Restrictive Covenants contained herein;

l) FURTHER COVENANTS

It is hereby further declared and prescribed that:

- i) each Residential Unit shall be the dominant tenement to the Parking Unit allocated to and designated for the Residential Unit for the purpose of enforcing the Restrictive Covenants contained herein;
- ii) each Parking Unit shall be the servient tenement to the Residential Unit in respect of which it is allocated to and designated for the purpose of having to enforce against it the Restrictive Covenants contained herein;
- iii) the Owner of any of the Residential Units may enforce the Restrictive Covenants contained herein against the Owner of any other of the Residential Units, and such enforcement may be done without the consent or participation of the Owners of the remainder of the Residential Units; and
- iv) the Corporation shall have status hereunder to enforce the Restrictive Covenants for and on behalf of one or more of the Owners of the Residential Units, upon being authorized to do so by a resolution of the Board.



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-CCBL - CHANGE OF BY-LAWS

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