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# RANGLAND MEADOWS

## BYLAWS OF CONDOMINIUM CORPORATION NO. 801 0081

### ARTICLE I - DEFINITIONS AND INTERPRETATION

#### Section 1. Definitions.

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

- a) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the units for which the Corporation is responsible, any real and personal property of the Corporation and the common property;
- b) "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;
- c) "common property" means so much of the parcel as is not comprised in or does not form part of any unit shown on the condominium plan;
- d) "Insurance Trustee" means an entity authorized to carry on the business of a trust company under the laws of Alberta selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no insurance Trustee is appointed, then the Insurance Trustee shall be the Board;
- e) "Interest Rate" means eighteen (18%) per cent per annum or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- f) "owner" means a person or a legal entity who is registered as the owner of the fee simple estate in a unit and where the term "Owner" is used in the Bylaws, that term includes a tenant,
- g) "parcel" means the land Comprised in the Condominium plan;
- h) "project" means all of the real and personal property and fixtures comprising the parcel, land and buildings which constitute the units and common property;
- i) "repair" 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 any thing to which such repair could be made.
- j) "special resolution" means:
  - i) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these Bylaws and representing not less than 7500 of the unit factors for all the units; or
  - ii) a written resolution signed by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these Bylaws and representing not less than 7500 of the total unit factors for all the Units;
- k) "spouse" includes a person who holds that position usually enjoyed by a spouse

whether or not he or she is legally married;

- k) ~~"unit" means a structure described as a unit in the condominium plan, being all components of a dwelling within the building boundaries of the external surface of the foundation and external walls, the mid-point of any party walls and shall include any cantilevers, eaves, and all attachments to the exterior walls, and shall NOT include furnishings and other personal property including but not limited to refrigerators, freezers, stoves, washers and dryers; 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:~~
- ~~i) all windows and doors including screen doors;~~
  - ~~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, including basements;~~
  - ~~iii) all floor coverings of whatever nature including, but not limited to, carpet, carpet underlay, linoleum, tiles, hardwood and hardwood lookalikes, and any type of finishing material installed on basement floors;~~
  - ~~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 unit heating and electrical appliances and fixtures including all insulation in the unit;~~
  - ~~vii) all unit plumbing, including pipes and fixtures, inside and including the main shut-off valve for 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, bathroom, basement)~~
    - ~~E) all inside pipes;~~
- l)m) "unit factor" means the unit factor for each unit as more particularly specified or apportioned and described in and set forth on the condominium plan.

## **Section 2. General Interpretation.**

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

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.

## **Section 3. Headings.**

-The headings used throughout these Bylaws are inserted for reference purposes only and

are not to be considered of taken into account in construing the terms or provisions of any By-law.

**Section 4. 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.

**Section 5. 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 OF ALBERTA*

**ARTICLE II – THE CORPORATION**

**Section 1. Name.**

–The name of the Corporation is Condominium Corporation No. 801 0081 operated as Ranchland Meadows (“the Corporation”), incorporated pursuant to the *CONDOMINIUM PROPERTY ACT, RSA 2000, c C-22*, (“the Act”), and the Condominium Property Act Regulation currently being *Alberta Regulation 168/2000* (“the Regulation”).

**Section 2. Project.**

The Project is located at 6915 Ranchview Drive NW, Calgary, Alberta, and is comprised of 182 units and a common recreation center.

**Section 3. Duties of the Corporation.**

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

- a) control, manage, maintain, repair, replace and administer the common property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Condominium 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 it sees fit to uphold these Bylaws;
- c) maintain and repair (INCLUDING renewal where reasonably necessary) the common area exterior lighting 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 one or more units 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, provide to the Owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation of a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof, and shall insure all components of each unit EXCEPT any air conditioners, refrigerators freezers, stoves, ovens, ranges, washers and dryers;

- 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, clean, maintain, ~~and~~ repair and replace all components of each unit, EXCEPT:
- i) the Owner shall be responsible to clean all interior surfaces, finishes and components, including but not limited to, all floors, interior walls, interior window surfaces, interior door surfaces, ceilings, stairs, railings, moulding, casing trim, hot water tanks, faucets, plumbing fixtures, furnace, furnace ducting, air conditioners, fireplaces, flues, vents, exhaust fans, mounted lighting fixtures, cabinets, vanities, counter tops, mirrors, bathroom accessories, range hoods, dishwashers, central vacuums, ceiling fans, humidifiers, dehumidifiers, and air purifiers, and the Owner shall be responsible to clean exterior exclusive use areas including but not limited to stairs, stoops, railings, decks, and patios;
  - ii) the Owner shall be responsible to maintain all interior surfaces, finishes and components, including but not limited to, all floors, interior walls, doors, ceilings, stairs, railings, moulding, casing trim, door lock sets, hot water tanks, faucets, plumbing fixtures, exterior hose bibs, furnace, air conditioners, fireplaces, flues, vents, exhaust fans, circuit breaks, mounted lighting fixtures, exterior light bulbs, cabinets, vanities, counter tops, mirrors, bathroom accessories, range hoods, dishwashers, central vacuums, ceiling fans, humidifiers, dehumidifiers, air purifiers, and door bells;
- e) if not an insurable loss, the Owner shall be responsible to repair or replace all interior wall and ceiling sheathing, finishes on floors, finishes on interior walls and surfaces, interior window frames, interior doors, exterior door interior surfaces, ceilings, railings, mouldings, casings, trim, door lock sets, door screens, storm doors, storm door screens, storm door glazing, faucets, hot water tanks, shut off valves, faucets, shower heads, showers, plumbing fixtures, furnaces, air conditioners, thermostats, fireplaces, exhaust fans, mounted lighting fixtures, exterior light bulbs, cabinets, vanities, counter tops, mirrors, bathroom accessories, range hoods, dishwashers, central vacuums, ceiling fans, humidifiers, dehumidifiers, air purifiers, and door bells;:-
- i) the exterior or outside surfaces of the buildings comprising the units (EXCLUDING windows and doors to the extent the owner is required to repair and maintain under Bylaw 3 (c));
  - ii) any exterior caulking and leakage 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

~~painting of the exterior surface of windows and doors and 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 landscaped areas, common sidewalks, common roadway and front walkway and front entrance area of each unit;~~

~~v) all fencing and posts; and~~

~~vi) iii) all utility services within, on, in, under or through the units and common property;~~

- f) collect or cause to be collected and receive or cause to be received all contributions towards the common expenses and deposit same in a separate account with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the *CREDIT UNION ACT*;
- g) subject always to and in accordance with the Act and any Regulation passed pursuant thereto, establish and maintain out of the contributions to be levied by the Corporation towards the common expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any 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 for each fiscal year respecting the Capital Replacement Reserve Fund setting out at least the following:
    - A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
    - B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments;
    - C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
  - 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) ~~at the conclusion of~~within five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, or as otherwise determined, time to time, by the Corporation and its authorized representatives; carry out an updated reserve fund study, prepare an updated reserve fund report, approve an updated reserve fund plan, and provide a copy of the updated approved plan to each Owner prior to the collection of any

- iv) further funds for the purposes of the reserve fund; 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 seem justifiable in the management or administration of the entire condominium project;
- i) clear, to a degree consistent with the City of Calgary general practice and standards, snow, ice, slush and debris from and keep and maintain in reasonably good order and condition all areas of the common property designated for vehicular or pedestrian traffic and keep and maintain in reasonably good order and condition all grassed or landscaped areas and all fences on the common property PROVIDED THAT the general cleaning and day to day 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 for regular garbage collection from the project;
- 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 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; and
- 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.

**Section 4. Powers of the Corporation.**

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

- a) purchase, hire or otherwise acquire personal property and/or real property for use by Owners in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation or the Common property, or their units or any of them, provided that real property shall only be acquired or disposed of by special resolution of the Corporation;
- b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that each such borrowing in excess of fifteen (15%) per cent of the current year's common expenses budget has been approved by special resolution;
- 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 (INCLUDING extra parking space) or special privileges in respect thereof, and, except for the provisions of these Bylaws relating to parking privileges attached to each unit, 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 of the Act and at 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 Section 40 of the Act on any contribution or common expenses owing to it by an Owner at the Interest Rate;
- k) pay an annual honorarium, stipend or salary to ~~Directors~~members of the Board in the manner and in the amounts as ~~shall~~may be ~~authorized and instructed 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 any unexpected or abnormal 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) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the BUSINESS CORPORATIONS ACT OF ALBERTA (as amended and replaced from time to time) and do all things and have such rights, powers and privileges of a natural person; and
- p) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw.

**Section 5. Fiscal Year.**

The fiscal year of the Corporation shall be April 1 through March 31.

**Section 6. Non-profit Corporation.**

~~The Corporation is not organized for profit. No Owner, Director~~member of the~~ 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 ~~Directormember 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 ~~Directormember 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) ~~Directorsmembers of the Board~~ may receive an annual honorarium, stipend or salary ~~established pursuant to Bylaw 5(k)~~.

### **Section 7. 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 ~~Directormember of the Board~~ or by the persons as may be authorized from time to time by resolution of the ~~Board, except that where there is only one member of the Corporation his signature shall be sufficient for the purposes of this Bylaw, and if the only member is a company the signature of its appointed representative on the Board shall be sufficient for the purpose of this Bylaw.~~~~

## **ARTICLE III – OWNERS**

### **Section 1. Owner Duties.**

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 emergency when no notice is required), to enter his unit for the purpose of:
  - i) inspecting the unit and maintaining, repairing or renewing party walls and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the unit and used or capable of being used in connection with the enjoyment of any other unit or common property;
  - ii) maintaining, repairing 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;
  - vi) 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 work that may be ordered by any municipality of public authority in respect of his unit; and
  - ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;

- e) ~~duly and properly clean all interior surfaces, finishes and components, including but not limited to, all floors, interior walls, interior window surfaces, interior door surfaces, ceilings, stairs, railings, moulding, casing trim, hot water tanks, faucets, plumbing fixtures, furnace, furnace ducting, air conditioners, fireplaces, flues, vents, exhaust fans, mounted lighting fixtures, cabinets, vanities, counter tops, mirrors, bathroom accessories, range hoods, dishwashers, central vacuums, ceiling fans, humidifiers, dehumidifiers, and air purifiers, and the Owner shall be responsible to clean exterior exclusive use areas including but not limited to stairs, stoops, railings, decks, and patios; wash, repair, maintain and, when required, replace (subject to the prior written approval of the Corporation as to the type and specifications for any fireplace chimneys, window, door, screen door, air-conditioning equipment, exterior light fixture, mailbox, or house numbers):~~
- ~~i) the interior of the unit and all improvements and additions thereto;~~
  - ~~ii) all windows and any skylights (which includes the glazing, window frames, window screens, jambs, window assembly components, if any, and window hardware, EXCLUDING the exterior window casing, trim and mouldings) and the washing thereof with the exception of the repair, maintenance and painting of the exterior window casing, trim and mouldings and exterior window caulking which shall be done by the Corporation;~~
  - ~~iii) all doors, sliding glass doors, patio doors and screen doors (which includes the door frame, door lock assembly, door assembly components, if any, and door hardware EXCLUDING the door casing, trim and mouldings) with the exception of the repair, maintenance and painting of the exterior surface finishing of the unit access doors and exterior door trim which shall be done by the Corporation;~~
  - ~~iv) light fixtures and bulbs attached to the exterior of the unit of the deck or patio;~~
  - ~~v) any interior wall, ceiling mounted or external air conditioning equipment installed by or at the request of an owner after obtaining written approval of the Board that provides cooled air to his unit;~~
  - ~~vi) the furnace, hot water tank and all thermostats in the unit;~~
  - ~~vii) the mailbox and the door bell buttons affixed to the unit;~~
  - ~~viii) house numbers;~~
  - ~~ix) all electrical, electronic and mechanical devices which are mounted or located on the interior or exterior of the unit for his own use entirely including but not limited to, components of intercommunication systems and security systems;~~
  - ~~x) the fireplace and chimney including the sweeping and cleaning thereof as required;~~
  - ~~xi) in a clean and sightly condition, any privacy area and any plants or landscaping therein (except the mowing of grassed areas and pruning of shrubs and trees which shall be the responsibility of the Corporation) 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;~~
- c) ~~BUT EXCLUDING the painting of the exterior surface or finishing of any access doors and all other outer boundaries, walls and other outside surfaces and roofs and~~

~~eavestroughs and all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the unit, and keep his unit in a state of good repair, except such maintenance, repairs and damage as are insured against by the Corporation or for which the Corporation is responsible pursuant to these Bylaws;~~

- d) duly and properly maintain all interior surfaces, finishes and components, including but not limited to, all floors, interior walls, doors, ceilings, stairs, railings, moulding, casing trim, door lock sets, hot water tanks, faucets, plumbing fixtures, exterior hose bibs, furnace, air conditioners, fireplaces, flues, vents, exhaust fans, circuit breaks, mounted lighting fixtures, exterior light bulbs, cabinets, vanities, counter tops, mirrors, bathroom accessories, range hoods, dishwashers, central vacuums, ceiling fans, humidifiers, dehumidifiers, air purifiers, and door bells;
- e) if not an insurable loss duly and properly repair or replace all interior wall and ceiling sheathing, finishes on floors, finishes on interior walls and surfaces, interior window frames, interior doors, exterior door interior surfaces, ceilings, railings, mouldings, casings, trim, door lock sets, door screens, storm doors, storm door screens, storm door glazing, faucets, hot water tanks, shut off valves, faucets, shower heads, showers, plumbing fixtures, furnaces, air conditioners, thermostats, fireplaces, exhaust fans, mounted lighting fixtures, exterior light bulbs, cabinets, vanities, counter tops, mirrors, bathroom accessories, range hoods, dishwashers, central vacuums, ceiling fans, humidifiers, dehumidifiers, air purifiers, and door bells;
- f) not paint nor make any repairs, additions or alterations to the exterior of his unit or to the plumbing, mechanical or electrical systems within his unit which may affect another unit(s) or common property without first obtaining the written consent of the Corporation;
- g) 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, their families or visitors;
- h) not use his unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another unit (whether an Owner or not) or the family of such an occupier;
- i) notify the Corporation forthwith upon any change of Ownership or of any mortgage, lease or other dealing in connection with his unit;
- j) 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 his unit to similarly comply;
- k) pay to the Corporation (or if requested to the Manager) when due all contributions levied or assessed against his unit together with interest on any arrears thereof at the Interest Rate calculated from the due date in accordance with Section 40 of the Act;
- l) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any common expenses levied or assessed against his unit, and such legal expenses shall be paid on solicitor and his own client indemnification basis;

- ~~k)m~~ if he wishes the Corporation to respond to his suggestions, questions or complaints, express them in writing ~~placed in an envelope~~ delivered to a ~~Director Board member~~ or the Manager. The Board shall not be required to act on any suggestion, complaint or question that is not in writing and properly submitted to the Board or the Manager;
- ~~h)n~~ deposit with the Corporation, if requested, twelve (12) duly executed post-dated cheques or monthly bank debit for duly assessed condominium contributions;
- ~~m)o~~ pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner.

**Section 2. Privacy Areas and Parking Areas.**

- a) The Owner of a unit shall have THE EXCLUSIVE USE OF:
  - i) an area of the common property for the sole purposes of parking of one (1) private motor vehicle thereon (and a motorcycle if sufficient space) provided no part of such motor vehicle or motorcycle extends onto the roadway or any other part of the common property, which must be in regular use and parked so as not to create a hazard or nuisance to the Owner of adjacent units in the access to and from their areas of exclusive use;
  - ii) the front walkway and front entrance area;
  - iii) partially enclosed back yard with any deck and back steps (if any) and/or the patio therein;
  - iv) any garden adjacent to the unit planted by an Owner;
  - v) all of which shall constitute privacy areas granted to an Owner ~~pursuant to Bylaw 5~~. Any landscaping or improvements of the decks or patios may only be carried out after the express written consent of the Board has been obtained therefor and the maintenance of such approved landscaping or improvements 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 condominium unit, such privacy area shall be maintained in a clean and slightly condition at the sole expense of the Owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing slush and snow from the outside parking areas, the common roadway, the common walkways, and the front walkway to and front entrance area of the unit and structurally maintaining the roadway, parking areas, driveways, fences, patios, decks, front entrance area and walkways to a standard considered reasonable by the Board and mowing all grass on the common property. An Owner shall structurally maintain any patio (other than a front concrete pad) and deck enclosures built by an Owner and which are adjacent to the unit.
- d) If the Owner shall fail to properly maintain any such privacy area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the Owner affected shall reimburse the Corporation 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 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 re-pass 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.

## ARTICLE IV – BOARD OF DIRECTORS

### Section 1. Composition.

The Board of ~~Directors~~, (“the Board”) shall consist of not fewer than three (3) nor more than seven (7) ~~Directors, owner or spouses of the owner or representatives of mortgagees who have notified their interests to the Corporation at least 2/3 of which shall be unit Owners or mortgagees~~. The number of ~~Directors~~ ~~members of on~~ the Board for the next ensuing year shall be fixed by resolution at the annual general meeting just prior to the election of the ~~Directors~~ ~~Board~~.

### Section 2. Powers and Duties of the Board.

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

#### ~~COMPANY WHICH IS MEMBER OF BOARD~~

~~56. 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.~~

#### ~~ALERNATE BOARDREPRESENTATIVE~~

~~57. A representative of a Company on the Board may appoint any person whether another owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these Bylaws. Such alternate shall, if present, be included in the Count for quorum and if he be a member of the Board he shall be entitled to two (2) votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this Bylaw shall be made in writing under the hand of the representative making the same.~~

### **Section 3. Election, Term of Office.**

- a) The Directors shall be elected by ballot at the annual general meeting or a special general meeting called for that purpose.
- b) No candidate's name shall be placed on the ballot unless the candidate has provided their consent to serve if elected.
- c) Each candidate for election as a Director must receive a majority vote to be elected.
- d) The Directors shall serve a term of one (1) year or until their successors are elected and their term of office shall begin upon being declared elected.
- e) At a special general meeting called for that purpose, an election for any Director position may be held, for the unexpired term of the Director position being elected.

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

~~10. The Corporation may, by ordinary resolution at an extraordinary general meeting, remove any member of the Board before the expiration of his term of office and appoint another owner in his place, to hold office until the next annual general meeting.~~

### **Section 4. Nominations.**

- a) Candidates for election to Director positions need not be nominated, or may be nominated by the Nominating Committee or from the floor during the annual general meeting or the special general meeting.
- b) The Nominating Committee shall nominate at least one candidate for each Director position for which an election will be held, and if the Secretary has been given the names of the candidates to be nominated the Secretary shall include those names in the notice of the meeting at which the candidates will be nominated.
- c) Those persons who declare to the Secretary their candidacy for election to Director positions prior to the issuance of the notice of the general meeting at which the election will be held shall have their names and intention to seek office in the notice of that meeting.

### **Section 5. Ceasing to Hold Office.**

~~A Director shall cease to be a Director and a vacancy shall be created 20. The office of a member of the Board shall be vacated if the Director member:~~

- a) by notice in writing to the Corporation resigns his office; or
- b) dies; or
- c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an Owner, or
- d) becomes bankrupt, or
- e) becomes the subject of a Certificate or Order issued under the MENTAL HEALTH ACT, RSA 2000, c M-13 or the incapacity of the Officer of unsound mind, or is the subject of a Certificate of incapacity issued under the MENTAL, HEALTH ACT; or
- f) is convicted of an indictable offence; or
- g) 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; or
- h) ceases to ~~be eligible~~qualify for ~~election as a Director~~membership pursuant to Bylaw 7; or
    - i) ~~in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or~~
  - i) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
  - j) commences or participates in any legal proceedings against ~~the Board or~~ the Corporation,

### **Section 6. Vacancies on the Board.**

When ~~re~~ a vacancy occurs on the ~~Board under Bylaw 20~~, the remaining ~~Directors~~members of the Board may appoint a person to fill that office for the remainder of the former ~~Director's~~member's term provided such person is eligible for election to the Board~~qualifies for membership pursuant to Bylaw 7~~.

### **Section 7. Authority and Duties of the Directors.**

- a) No Director shall have any authority to act on behalf of Corporation except as may be authorized in these Bylaws, the standing orders, and as may be authorized, instructed or delegated by the Board.
- b) Every Director~~Any member of the Board~~ shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related.
- c) Every Director~~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.
- d) A Director who is present at a meeting of Directors is deemed to have consented to any resolution adopted or action taken at the meeting unless the Director requests that their dissent or vote against the resolution or action taken be recorded in the minutes of the meeting, and if requested the Secretary shall record in the minutes of the meeting the dissent or vote against the resolution or action taken.

### **Section 8. Eligibility.**

A candidate for election as a Director SHALL;

- a) ~~A Board member must be~~Be a natural person eighteen (18) years of age or older,;
  - b) Not be eligible for election or appointment if another Owner or mortgagee from their same unit is currently serving as a Director, Where a unit has more than one (1) owner, only one (1) owner in respect of that unit may sit on the Board at any point in time;
  - c) Not be eligible for election if they are~~No owner who is~~ indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days past overdue ~~shall be eligible for election to or membership on the Board.~~
- ~~9. A retiring member of the Board shall be eligible for re-election.~~

### **Section 9. Regular Meetings.**

The Board shall hold at least two (2) regular meetings during the year at a time and by such means as determined by the Board. One of the regular meetings shall be held on the day of and immediately following the adjournment of the annual general meeting, and shall be identified as the “post-AGM Board meeting.”

### **Section 10. Special Meetings.**

~~16, a) At meetings of the Board all matters shall be determined by simple majority vote. a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it~~ The Board shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the special meeting, provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;

### **Section 11. Notice.**

- a) Every member of the Board shall be given at least three (3) days notice of regular and special meetings of the Board, other than the post-AGM Board meeting,
- b) Meetings of the Board shall be noticed to the Board members in writing or by electronic mail,
- ~~a)c)~~ 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.

### **Section 12. Quorum.**

A majority of members of the Board shall constitute a quorum.  
~~12. A quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where the Board consists of five (5) or six (6) members, and four (4) where by Board consists of seven (7) members.~~

### **Section 13. Temporary Chair.**

In the absence of both the President and the Vice-President the Board 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.~~

### **Section 14. Method and Location of Meeting.**

- a) Meetings of the Board may be held in person, telephonically, or electronically so long as all attendees can hear each other.
- ~~a)b)~~ Each meeting of the Board shall be held within the City of Calgary unless the Owners agree, by ordinary resolution, to hold the meeting in another location.

### **Section 15. Authority.**

The Board SHALL, 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:

- a) keep complete and approved minutes of what was done at all Board meetings its proceedings in the manner prescribed in the Corporation's parliamentary authority 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;

- b) cause complete and approved minutes to be kept of general meetings in the manner prescribed in the Corporation's parliamentary authority of the owner and, upon written request at the expense of the person requesting, provide copies thereof to Owners or their agents and to mortgagees who have notified their interests to the Corporation;
- c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- d) prepare proper accounts relating to at monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- e) maintain financial records of all the assets, liabilities and equity of the Corporation;
- f) 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.
- g) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient to such Board member;
- h) at least once a year, cause the books and accounts of the Corporation to be audited by an independent Chartered Professional Accountant registered with Chartered Professional Accountants Alberta, ~~certified general accountant or certified management accountant to be selected appointed~~ at each annual general meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the Corporation's audited Financial Statements ~~of the receipts of contributions of all owners towards the common expenses and disbursements made by the Corporation~~ and a copy of the Auditor's Report thereon within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. ~~Any obligations under this paragraph may be waived upon the passing of an ordinary resolution to that effect;~~
- i) keep a register noting the names, addresses and telephone numbers 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 each member of the Board;
- l) file of 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.

**The Board MAY,**

- m) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common property and the exercise and performance of the powers and duties of the Corporation;

- n) subject to any valid restriction imposed or direction given at a general meeting of Owners, delegate to one or more ~~Directors~~~~members of the Board~~ such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- o) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee;
- p) 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 of pursuant to these Bylaws.

**Section 16. Directors Resolution.**

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

**Section 17. Defects In Election or Appointment of a Director.**

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

**ARTICLE V - OFFICERS AND DUTIES**

**Section 1. Officers.**

- a) At the ~~post-AGM Board meeting~~~~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 appointed.
- b) A person may simultaneously hold two (2) offices.

**Section 2. Elections.**

Officers shall be elected by ballot, and shall require a majority vote to be elected. Elections shall be conducted sequentially, first for the President, then the Vice-President, then the Treasurer and then the Secretary.

**Section 3. Nominations.**

Nomination of candidates for election may be made prior to the election for the office, however, a candidate need not be nominated to be voted for on a ballot.

**Section 4. Duties of the President.**

The President shall be the Chief Executive Officer of the Corporation. The President shall preside at, or appoint a presiding officer for, meetings of the Board and general meetings of the Corporation, and shall have all of those duties and powers set forth for same in the parliamentary authority of the Corporation. In addition, the President shall have such further duties and powers as are set forth in these Bylaws, the standing orders, and as may be authorized or instructed by the Board.

~~15. The other duties of the officers of the Board shall be as determined by the Board from~~

~~time to time.~~

~~14. The President shall act as Chairman of every meeting of the Board where he is present.~~

~~30. The President of the Board shall be the Chairman of all general meetings or in his absence from the meeting or in case he shall vacate the chair, the Vice-President of the Board shall act as Chairman provided always that if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall elect a Chairman. 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.~~

#### **Section 5. Duties of the Vice-President.**

~~The Vice-President shall have such duties and powers as are set forth in these Bylaws, the standing orders, and as may be authorized or instructed by the Board or the President. 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.~~

#### **Section 6. Duties of the Secretary.**

~~The Secretary shall maintain the records of the Corporation other than the financial records. All Board documentation regarding contracts, awards, correspondence, minutes, and notices shall be filed with the Secretary. The Board may designate a repository for this documentation with a contractual party, but the Secretary shall retain control of and access to these filings and archives. The Secretary shall have such other duties and powers as are set forth in these Bylaws, the standing orders, and as may be authorized or instructed by the Board.~~

#### **Section 7. Duties of the Treasurer.**

~~The Treasurer shall be responsible for the preparation and maintenance of the financial records of the Corporation. The Treasurer shall compile the information with which to prepare the annual budget and the annual audit. The Treasurer shall report current financial information at each meeting of the Board and at the AGM; a written copy of this report shall be filed with the Secretary. The Treasurer shall Chair the budget and finance committee. The Treasurer shall have such other duties and powers as are set forth in these Bylaws, the standing orders, and as may be authorized or instructed by the Board.~~

#### **Section 8. Ceasing to be an Officer.**

~~A person ceases to be an officer of the Corporation if he ceases to be a member of the Board or the officer resigns the office in writing delivered to another Director.~~

#### **Section 9. Filling Officer Vacancies.**

~~Where a person ceases to be an officer of the Corporation, the Board shall ~~elect~~ designate from ~~among~~ its members a person to fill that office for the remainder of the term.~~

## **ARTICLE VI - MEETINGS OF THE OWNERS**

### **Section 1. General Meetings.**

A general meeting is a meeting of the Owners of the units, mortgagees who have notified their interests to the Corporation, proxy holders, and others legally entitled to attend as permitted by the Act, Regulations, these Bylaws or otherwise.

## **Section 2. Annual General Meeting.**

- a) An annual general meeting ("AGM") shall be held once in each calendar year, within six (6) months of the Corporation's year-end 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 City of Calgary unless the Owners agree, by ordinary resolution, to hold the meeting in another location.
- b) The order of business at annual general meetings, and as far as is appropriate at all extraordinary general meetings, shall be as prescribed in the adopted parliamentary authority and shall specifically include the following which shall be Special Orders:
- ~~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) calling of the roll and establish quorum;~~
  - ~~c) proof of notice of meeting or waiver of notice;~~
  - ~~d) reading and disposal of any unapproved minutes of general meetings;~~
  - ~~e) reports of officers;~~
  - ~~f) reports of Committees;~~
    - i. presentation of the audited financial statements for the year most recently ended report;
    - ii. appointment of auditors;
  - ~~i) resignation of Board members;~~
    - iii. motion confirming setting the number of Directors Board members;
    - iv. election of Directors Board members;
  - ~~j) unfinished business;~~
  - ~~m) new business;~~
  - ~~r) adjournment.~~

## **Section 2. Special General Meeting.**

- a) ~~24-~~A general meetings other than an annual general meetings shall be called extraordinary a special general meetings.
- b) ~~25-~~The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than fifteen (15%) per cent of the total unit factors for all the units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against units in respect of which corresponding unit factors represent not less than fifteen (15%) per cent of the total unit factors or a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) per cent of the total unit factors convene an special extraordinary general meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition.
- c) The only business that shall be transacted at a special general meeting is that which has been specified in the notice of the special meeting.
- ~~b)d)~~ The agenda for such meeting shall include any legally valid items specified by the requisitioners.

### Section 3. Notice.

- a) ~~Notice of each general meeting shall be given to all Owners and mortgagees who have notified their interests to the Corporation, in writing, by hand delivery, mail or electronic mail, At least minimum of seven (7) days, but not more that sixty (60) days before' notice of every general meeting specifying the place, the date and the hour of meeting, and in the case of a special general meeting business the general nature of such business to be considered, shall be given to all owner and mortgagees who have notified their interests to the Corporation.~~
- a)b) 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.
- b)c) ~~All business that is transacted at an annual general meeting, with the exception of the consideration of accounts, appointment of the auditor and election of members to the Board, or at any extraordinary general meeting, shall be deemed special business. Items of special business must be set forth in the notice of general meeting,~~
- e) ~~In computing the number of the days of notice of a general meeting required under these Bylaws, the day on which the notice is given shall be excluded deemed to have been received and the day of the meeting shall be includedeounted.~~
- d) Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

### Section 4. Quorum.

- a) ~~Fifteen (15%) percent of the persons entitled to vote representing not less than fifteen (15%) per cent of the total unit factors present in person or by proxy shall constitute a quorum.~~
- b) ~~28, Save as in these Bylaws otherwise provided, nNo 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 fifteen (15%) percent of the persons entitled to vote representing not less than fifteen (15%) per cent of the total unit factors present in person or by proxy shall constitute a quorum.~~

#### ~~ADOURNMENT FOR LACK OF QUORUM~~

~~29. If within fifteen (15) minutes from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned for thirty (30) minutes on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.~~

### Section 5. Eligibility to Vote.

~~37.~~ Except in cases where by or under the Act a special resolution is required, no Owner is entitled to vote at any general meeting unless all assessments payable in respect of his unit have been duly paid to the date of such meeting but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes

pursuant to Bylaw 28.

### Section 6. Vote By Co-Owners

- a) Co-Owners may vote by proxy but only if the proxy is jointly appointed by them or by one of the co-Owners appointed by the other or all others, as the case may be, and in the absence of such proxy, co-Owners are not entitled to vote separately on a ~~non-ballot voteshow of hands~~ except when a special resolution is required by the Act, but any one co-Owner may demand a ballot vote~~poll~~.
- b) On any ballot vote~~poll~~, each co-Owner is entitled to such part of the vote applicable to a unit as is proportionate to his interest in the unit. The joint proxy (if any) on a ballot vote~~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.

### Section 7. Voting

- a) Prior to the commencement of a general meeting one (1) voting card per unit shall be issued to eligible voters for use as instructed by the Chair on the taking of all non-ballot votes and for confirmation of voting on ballot votes.
- b) ~~32. At any general meeting anyone holding a voting card may demand the taking of a vote by ballot. If the vote has not yet been taken, upon demand of a voting card holder the Chair shall conduct the vote by ballot vote. If a non-ballot vote has been taken, and the Chair has not declared the result, upon demand of a voting card holder the vote shall be re-taken by ballot vote. If a non-ballot vote has been taken and the Chair has announced the result of the vote, the re-taking of the vote by ballot shall require a motion to re-take the vote by ballot adopted by majority vote. If a non-ballot vote has been taken and the Chair has announced the result of the vote and other business has been introduced or considered, the adoption of the motion to "Reconsider" shall be required. a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any ownerOwner 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.~~

#### POLL VOTES

~~33. 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.~~

- c) ~~34. On a non-ballot voteshow of hands, each unit shall have one vote. On a ballot vote~~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 BoardBoard.~~

**Section 8. Successive Interests.**

~~40.~~ Where Owners are entitled to successive interests in a unit, the Owner entitled to the first interest (or if his interest is mortgaged by registered first mortgage notified to the Corporation, the mortgagee under such mortgage) is alone entitled to vote, ~~whether on a show of hands or a poll.~~

**Section 9. Trustee Vote.**

~~41.~~ 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.

**Section 10. Voting Rights of Mortgagee.**

~~42.~~ Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument of proxy shall be necessary to give the mortgagee the said power to vote subject to the limitations set forth in the Act resulting from the Owner's failure to pay contributions.

**Section 11. Proxy Voting.**

- a) ~~35.~~ Votes at any general meeting may be given either personally or by proxy.
- b) ~~36.~~ An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney, and may be either general or for a particular meeting. A proxy need not be an Owner.

**Section 12. Resolution of the Owners.**

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

**Section 13. Mail or Electronic Votes.**

~~Mail or electronic votes shall not be allowed unless ordered by the Owners at a general meeting.~~

**ARTICLE VII - COMMITTEES**

**Section 1. Standing Committees.**

~~There shall be the following standing committees:~~

- a) ~~Nominating Committee~~
- b) ~~Audit Committee~~
- c) ~~Budget and Finance Committee~~

**Section 2. Nominating Committee.**

- a) The Nominating Committee shall have three (3) members and shall consist of the three Owners, who are not seeking election, who shall be appointed by the Board with one of the appointed members being appointed Chair.
- a)b) The Nominating Committee shall nominate at least one candidate for each Director position for which an election will be held, notify the Secretary of the candidate names and obtain from each candidate a consent to serve if elected.

**Section 3. Audit Committee.**

The audit committee and its Chair shall be appointed by the Board. No person may serve simultaneously on both the audit committee and the budget and finance committee.

The Audit Committee shall secure an annual audit of all annual financial statements, and at other times as deemed necessary by the audit committee with the consent of the Board. The committee shall submit a report at each AGM for consideration by the membership.

**Section 4. Budget and Finance Committee.**

The Budget and Finance Committee shall be appointed by the Board, Chaired by the Treasurer.

The Budget and Finance Committee shall submit an annual budget at the beginning of the fiscal year for approval by the Board.

**Section 5. Special Committees.**

Except as otherwise provided in the Bylaws or standing orders, special committees may be established by the Owners at an annual general meeting or special general meeting called for that purpose, the Board or the President.

**Section 6. Terms.**

The term of office of each committee member shall begin upon appointment and conclude when a successor is appointed.

**Section 7. Call of Meetings.**

Committee meetings shall be at the call of the Chair or the President.

**Section 8. Quorum.**

The quorum of all meetings of committees shall be a majority of the members on the committee.

**Section 9. Vacancies**

Any vacancies on a committee may be filled in the same manner as the original selection of the members for the balance of the term.

**Section 10. Meetings of Standing and Special Committees.**

Committee meetings may be held in person, telephonically, or electronically, so long as all attendees can hear each other.

**Section 11. President's Ex-Officio Committee Membership.**

The President shall be an ex officio member of all committees except the Nominating Committee, and as such, when the President is not in attendance shall not be included in determining a quorum, but when in attendance shall be included in the count in determining

the presence of a quorum.

## ARTICLE VIII – MANAGEMENT

### Section 1. Appointment of Manager.

The Board MAY 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 (“the Manager”) (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. If under such contract the Manager holds funds for the Corporation, the contract shall require the Manager to arrange or maintain a fidelity bond owned by and in the name of the Corporation and for the benefit of the Corporation and such bond shall be in an amount required by the Corporation but in any event not less than the total of;

- i. the total amount of any Capital Replacement Reserve Funds in the hands of or controlled by the Manager; ~~and plus~~
- ii. one month's total condominium contributions of the Corporation or 1/12 of the total annual condominium contributions for all units in the project (EXCLUDING any special contributions) whichever is greater; ~~and plus~~
- iii. a sum representing the average monthly amount of cash in the control of the Manager;

## ARTICLE IX - VIOLATION OF BYLAWS

### Section 1. Violations and Sanctions

- a) Any infraction or violation of or default under these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or tenants that has not been corrected, remedied or cured within 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 his own client, in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest both before and after judgment at the interest Rate until paid.
- b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to

expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these Bylaws or any rules or regulations established pursuant to these Bylaws and for which 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 his own client.

- 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 of the Board, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty (\$50.00) 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) By resolution at a general meeting, a current or former Director of the Corporation may be determined to be in breach of or to have breached any provision in the Act or the Bylaws, and if so determined, upon resolution at the general meeting may give direction and may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be Fifty (\$50.00) Dollars to a maximum monetary sanction of Ten Thousand (\$10,000.00) Dollars.
- e) Where a person fails to abide by a sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 of the Act to enforce the Sanction.
- f) 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.

## **Section 2. Appeal of Sanctions.**

An Owner or Director shall have the right to appeal any sanction imposed by the Board at a general meeting and by two-thirds vote the meeting may amend the sanction in any manner the meeting decides.

## **ARTICLE X - DAMAGE, OR DESTRUCTION**

### **Section 1. Damage or Destruction**

- 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%) per cent 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 a ~~special~~ extraordinary general meeting ~~and give at least ten (10) days' notice by registered mail to all registered mortgagees.~~

Unless there has been substantial damage and the Owners by special resolution resolve not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the unit Owners for such deficiency as part of the common expenses.

Where there has been substantial damage and the Owners resolve by special resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board shall on behalf of the Owners make application to terminate the condominium status of the parcel in accordance with the provisions of the Act, and each of the Owners shall be deemed to consent to such application.

Upon termination of the condominium status:

- i. any liens or charges affecting any of the units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the parcel; and
  - ii. the proceeds of insurance shall be paid to the Insurance Trustee, if any, the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect.
- b) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon a unit or in or upon any part of the common property designated for the exclusive use of any unit Owner.
  - c) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act of these Bylaws, whichever is the greater.
  - d) 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.
  - e) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common property or to any unit by his act or omission or by that of any member of his

family of his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

## ARTICLE XI- INSURANCE

### Section 1. Insurance.

- a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 thereof, the following insurance.
  - i. Fire insurance with extended coverage endorsement for such perils as required by the Act (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 improvements and betterments made to the units by the Owners of which the Board has knowledge and all bathroom and kitchen fixtures (BUT EXCLUDING furnishings and other personal property of each Owner whether or not installed in the unit), for the full replacement cost thereof, without deduction for depreciation; and insuring the interests of and naming as insureds; (D) all Owners from time to time; (E) all mortgagees who have given written notice to the Corporation; (F) the Corporation; and (G) 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. Public liability insurance insuring the insureds against any liability to the public and for to the Owners and their invitees, licensees or tenants, incidental to the Ownership and/or use of the common property and units and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
  - iii. Liability insurance, including errors and omissions coverage, in such amounts and with such deductible as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed in a criminal suit or action or for unjustified profit or advantage or for any wrongful act done or attempted in bad faith or dishonesty or for failing to discharge the duties of the office of a member of the Board honestly and in good faith;
  - iv. Liability insurance for the Corporation arising out of a breach of duty as the occupier of the common property;
  - v. Liability insurance for the Corporation arising out of the Ownership, use or

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

original of certified copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The 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), 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 tenants or Owners for their belongings, contents or other property. The insuring of any contents within a unit or on any privacy area is the sole responsibility of the Owner, tenant or occupier of the unit and they shall not require the Corporation or the Board to repair any damage to any contents or personal property within or to the unit however caused.
- g) An Owner shall keep in force adequate insurance coverage to replace or repair all damage to the common property or other Owners' property caused by improper storage of materials, improper use of any personal property, improper disposal of smoking materials, leaking toilets or tanks, whether cracked or otherwise, or from any other water source whatever within the Owner's unit, including overflow from bathtubs, sinks, dishwashers, washing machines and air-conditioners. If adequate insurance is not in force, the Owner himself will be responsible for all costs incurred for damage.
- h) In the event an Owner incurs or suffers damage or loss to the unit or to any interior finishing or improvements of his unit and/or the common property adjacent thereto that is covered or insured under any insurance policy of the Corporation and such Owner elects to pursue recovery of such loss or damage under any insurance policy of the Corporation, such Owner shall be responsible for and pay the full amount of any deductible on such claim if, in the sole opinion of the Board, such damage or loss was caused by or arose out of any act or omission by such Owner, his servants, agents, licensees, invitees or tenants and such amount shall be recoverable by the Corporation as a contribution against all other costs, charges, and liabilities arising out of any loss that may be sustained or incurred by the Corporation.

## **ARTICLE XII- CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS**

### **Section 1. Common Expenses.**

- a) The common expenses of the Corporation shall be paid by the unit Owners in

proportion to the unit factors for their respective units and, without limiting the generality hereof, shall include the following:

- i. All levies or charges on account of garbage removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
- ii. Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees of independent contractors of the Corporation;
- iii. All the charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for debris removal from common property not designated as a privacy area and snow removal from the common property including front walkways and front entrance areas designated as privacy areas;
- iv. All charges on account of lighting fixtures situated on common property except the exterior light fixtures and bulbs attached to the exterior of each unit or each deck or patio;
- v. All charges on account of maintenance for those portions of common property for which the Corporation is responsible under these Bylaws;
- vi. All costs of furnishings, tools and equipment for use in and about the project facilities or amenities including the repair, maintenance or replacement thereof;
- vii. All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and the Act;
- viii. All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees and disbursements;
- ix. All reserves for repairs and replacement of common property and portions of units or buildings the repair or replacement of which is the responsibility of the Corporation;
- x. Maintenance of the exterior walls and other structural costs of the buildings;
- xi. The cost of maintaining fidelity bonds as provided in these Bylaws;
- xii. The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
- xiii. The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an Owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining Common property.

## **Section 2. Budget and Assessments.**

- a) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall ~~provided~~deliver or mail to each Owner~~owner at the municipal address of his unit:~~
  - i. a copy of the budget for the ensuing fiscal year, and
  - ii. a notice of the assessment for his contribution towards the common expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in

proportion to their unit factors.

- b) 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 provide a reasonable provision for the Capital Replacement Reserve Fund.
- c) 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.
- d) 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.

### **Section 3. 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. 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.

### **Section 4. Past Due Contributions and Assessments.**

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.

### **Section 5. Failure by Board to Fix Contributions.**

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 his contributions toward the common expenses by waiver of the use or enjoyment of any of the common property or by vacating or abandoning his unit.

## ARTICLE XIII - DEFAULT IN PAYMENT OF ASSESSMENTS

### Section 1. Default in Payment of Assessments.

- a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid reality 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 his own client basis from such defaulting Owner;
- b) Any other Owner or person, firm, or Corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a unit, and upon such payment, such party, person, firm or Corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and Conditions of this provision;
- c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- d) In the event of any 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;
- e) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation (INCLUDING costs on a solicitor and his own client basis) in registering and discharging a Caveat which either the Manager or the Corporation expends as a result of any act or omission of an Owner, his servants, agents, licensees, invitees or tenants which violates these Bylaws or any rules or regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due the Corporation.

#### ARTICLE XIV- INFORMATION TO BE SUPPLIED UPON REQUEST

##### Section 1. Information to be Supplied.

- a) The Corporation shall, on the application of an Owner or any person authorized in writing by him, 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.
- b) 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 any contributions due and payable in respect of a unit;
  - 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 statement of the Corporation;
  - vii. a copy of the Bylaws of the Corporation;
  - viii. a copy of any minutes of ~~meetings of the Board or proceedings of a~~ general meetings of the Corporation ~~or of the Board~~;
  - ix. the particulars of or a copy of any subsisting lease of any of the common property;

- x. the amount held in any Capital Replacement Reserve Fund;
  - xi. the unit factors and the criteria used to determine unit factor allocation;
  - xii. any structural deficiencies in the project;
  - xiii. the particulars of any post-tensioned cables that are located anywhere on or within the project;
  - 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.
- c) 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.

**Section 2. Estoppel Certificate.**

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

**ARTICLE XV - LEASING OF UNITS**

**Section 1. Leasing of Units.**

- a) In the event that any Owner desires to lease or rent his unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, ~~as set forth in Bylaw 62 (e)~~, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the unit will comply with the provisions of the Act and of the Bylaws of the Corporation. The tenant, within twenty (20) days of occupancy, must provide to the Corporation a certificate of insurance evidencing existence of a tenant's insurance policy. The Owner shall not be released of any of his obligations and shall be jointly and severally liable with the proposed lessee or occupant with respect to such obligations.
- b) The Corporation IS HEREBY AUTHORIZED TO:
  - i) impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
  - ii) give notices to give up possession of residential units under Section 54 of the Act, and
  - iii) make applications to the Court under Sections 55 and 56 of the Act.
- c) No tenant shall be liable for the payment of contributions or assessments or common expenses under these Bylaws unless notified by the Corporation that the Owner from whom he rents the unit is in default of payment of contributions, in which case the tenant shall deduct from the rent payable to the Owner, such default contributions and shall pay the same to the Corporation. Any such payment by the

tenant shall be deemed to be a rental payment made to the Owner.

## ARTICLE XVI – CONFLICT OF INTEREST

### Section 1. Conflict of Interest.

A Director of the Corporation who is a party to a material transaction or proposed material transaction with the Corporation, or is a Director or an officer of or has a material interest in any organization, partnership, company, corporation, society or individual (“person”) who is a party to a material transaction or proposed material transaction with the Corporation shall disclose fully the nature and extent of the interest. No such Director of the Corporation shall vote on any resolution to approve such a transaction, however, the Director can be present during such a vote and if present at the meeting shall be counted to determine the presence of a quorum at the meeting whether the Director was present for the vote or not.

### Section 2. Valid Contracts.

If a material contract or transaction is entered into between the Corporation and one or more of its Directors, or between the Corporation and another person of which a Director of the Corporation is a Director or officer or in which he has a material interest:

(i) the contract or transaction is neither void or voidable by reason only of the relationship, or by reason only that a Director with an interest in the contract or transaction is present or is counted to determine the presence of a quorum at a meeting of Directors that authorized the contract or transaction: and

(ii) a Director or former Director of The Corporation to whom a profit accrues as a result of the entering into of the contract or transaction is not liable to the Corporation for that profit by reason only of holding office as a Director if the Director disclosed their interest in accordance herewith and the contract or transaction was approved by the Directors or the Owners and it was reasonable and fair to the Corporation at the time it was approved.

### Section 3. Notice of Conflict.

A general notice that any Director is a member of a person and if it is to be regarded as interested in any subsequent transaction with such person, shall be sufficient disclosure under the previous section and after such notice, it shall not be necessary to give any further notice relating to any particular transaction with such person.

## ARTICLE XVII – INDEMNIFICATION OF OFFICERS AND DIRECTORS

### Section 1. Indemnification.

a) The Corporation shall indemnify every ~~Director~~member of the Board, manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a ~~Director~~Board Member, Manager or officer of the Corporation, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for fines or penalties imposed,

i) in a criminal action, or

- ii) suit for unjustified profit or advantage, or
- iii) for any illegal act done or attempted in bad faith, or
- iv) dishonesty, or

v) a breach of the Act or these Bylaws.

b) 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.

c) The Corporation may by ordinary resolution, require that any or all ~~Directors~~~~members of the Board~~ be bonded by a recognized bonding institution in an amount not less than the total funds in the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a common expense of the Corporation.

### ARTICLE XVIII - PARLIAMENTARY AUTHORITY

~~e) All meetings of the Board shall be conducted according to the rules of procedure adopted by the Board.~~

~~b) All general meetings of the Corporation shall be conducted according to the rules of procedure adopted by the Board.~~

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with any legislation, the Bylaws and any special rules of order that the Corporation may adopt.

### ARTICLE XIX – AMENDMENT AND SPECIAL RESOLUTION

#### Section 1. Amendment by Special Resolution.

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

#### Section 2. Amendment by 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.

### ARTICLE XX - NOTICES

#### Section 1. Notices.

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

given under the Act or under these Bylaws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his unit, or other known address, or if put under the front door, or in the mailbox of the unit, or if left with the Owner, or with some other adult person at the said address, or by electronic mail if requested or authorized by the Owner or mortgagee, or to the Corporation at its address for service shown on the condominium plan, or to a mortgagee at its address supplied to the Corporation. ~~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 or method by 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.

### **Section 2. 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 defaults continues for a period of ninety (90) days.

## **ARTICLE XXI - DEBT RETIREMENT ON TERMINATION**

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

### ~~**REALTY TAXES**~~

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

## **ARTICLE XXII - USE AND OCCUPANCY RESTRICTIONS**

### **Section 1.**

- a) In this Bylaw:
  - i) "occupant" means a person present 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,
  - ii) "Owner" includes a tenant;
- b) An Owner SHALL NOT:
  - i) except with the prior written consent of the Board, use his unit or any part thereof, for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such unit unless such use constitutes an authorized, permitted or discretionary use or approved

"home occupation" as defined in the relevant City of Calgary Municipal Bylaw or for any purpose which may be illegal or injurious to the reputation of the project. No Owner or occupant shall use a unit to provide a day care center of commercial baby-sitting services without the prior written consent of the Board, which consent may be unreasonably 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 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 of 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 of any kind (other than birds or fish) at any time to reside in his unit or on the common property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on reasonable grounds on seven (7) days' notice to that effect. All dogs and cats approved must be hand leashed on the common property and kept under control at all times. Any municipal Bylaws in effect in the City of Calgary with regard to animals at any point in time shall have effect within the common property and municipal officers are hereby authorized and are permitted to enforce City Bylaws on the common property. An Owner agrees to pay to the Corporation the cost of any repairs or damage to the common property (INCLUDING a privacy area) necessitated by and caused by an approved pet. Livestock and fowl are not permitted. An Owner shall clean up any animal defecation immediately from either the common property or their privacy area;
- iv) use or permit the use of his unit other than for residential purposes except as permitted in these Bylaws;
- v) permit his unit to be occupied as a place of residence by more than five (5) persons at any given time without the prior written consent of the Board;
- 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 or any other units without the prior written consent of the Board;
- vii) permit laundry (INCLUDING bathing suits and towels) 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) of any other item on the common property or on any privacy area assigned to him without the prior written consent of the Board and notwithstanding such consent shall be responsible for the maintenance of such and for any damage to the common property or any privacy area;
- 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, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens of any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any unit or on the common property without the prior written consent of the Board;
- x) overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials in his unit or on the common property including the assigned parking stall. Provided however, that such restrictions do not apply to:
    - A) reasonable amounts of materials used for normal maintenance and repair of the unit, which are stored away from any open flame;
    - B) propane and/or natural gas normally used to operate an Owner's barbecue. Such barbecue and propane or natural gas is to be used only on the deck or patio of his unit in an open area;
  - 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 occupier of his unit in his unit, or the common property that is contrary to any statute, ordinance, Bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
  - xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place 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. All pruning or trimming of trees and shrubs shall be done by the Corporation and not by any Owner;
  - xiv) deposit customary household refuse and garbage outside his unit other than in proper secure non-drip garbage bags placed in the garbage receptacles provided by the Corporation. All bulk waste items such as discarded household furnishings, packing cartons, construction materials, paints or tires which the City of Calgary Solid Waste Services will not normally collect, shall be removed from the project by the Owner at his sole cost and expense. No garbage shall be left outside the receptacles, outside a unit or on a privacy area except in the designated garbage receptacles;
  - xv) erect, place, allow, keep or display signs, (except for realtor lock boxes or realtor "For Sale" signs located in a window of a unit) billboards, advertising matter, signs, or other notices or displays of any kind on the common property including any privacy area assigned to him or in or about any unit in any manner which may make the same visible from the

- outside of the unit without the prior written consent of the Board;
- 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) regarding motor vehicles,
  - A) use the common driveway or roadway for the parking of any private motor vehicles at any time,
  - B) wash private motor vehicles except in such a manner as will not cause nuisance or annoyance to other Owners and in such place and at such times as the Board may from time to time by regulation set forth or direct;
  - C) carry out any repairs or adjustments to private motor vehicles on the project;
  - D) bring onto the project any vehicles other than private motor vehicles, without the written consent of the Board or the Manager or duly authorized nominee thereof except in the course of a delivery to or removal from premises;
  - E) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored on the common property except in the area designated by the Board;
  - F) keep anywhere on the common property including in his designated parking stall, any private motor vehicle which is not currently licensed, or not in operating condition, without the prior written consent of the Board;
  - G) drive any motor vehicle on the common property at a speed in excess of 15 kilometers per hour,
  - H) allow any motor vehicle to leak oil, grease, gasoline or antifreeze on to a parking area. If such leak occurs, such Owner shall be responsible to clean the parking area of such oil, grease, gasoline or antifreeze as soon as reasonably possible;
  - I) park or allow any occupant of a unit to park in a visitor parking stall;
  - J) drive any private motor vehicle on any part of the common property other than the paved roadway and parking areas without the prior written consent of the Board;
- 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) throw anything out of any windows or doors of his unit or on the common property, nor permit anything of this kind to be done nor shake mops or dusters of any kind outside a unit;
- xx) allow his unit, or privacy area assigned to him to become unsanitary or unsightly in appearance;
- xxi) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the unit or any structural alterations 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 consultant engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

- xxii) use a toilet, sink, tub, drain or other plumbing fixture in a manner that may interfere with the operation for which it was installed nor deposit any hazardous waste therein;
- xxiii) allow the area around his premises to become untidy. 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;
- xxiv) be responsible for snow removal other than from his deck and any associated back steps and/or patio of his unit. If an Owner wishes snow to be removed from the deck and back steps or patio, the required snow removal must be done by an Owner or at the Owner's expense;
- xxv) use his deck or patio or other areas outside of his building for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his respective 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 or otherwise disposed of when not in actual use, however, lawn furniture, flower pots or a barbeque on the deck or patio is permitted. Bicycles may be stored neatly in the back privacy area. Deck enclosures are permitted in the back privacy area after prior written consent of the Board;
- xxvi) prevent or prohibit access to and use of exterior water taps on his unit for purposes of maintaining common property. An Owner shall ensure the exterior water line and tap for the unit are turned off by October 15 in each calendar year. An Owner shall be responsible to repair and maintain the exterior water line and tap on each unit;
- xxvii) without the prior written approval of the Board, have any right of access to those portions of the common property used from time to time for utilities areas, building maintenance, storage areas not specifically assigned to him, operating machinery or any other parts of the common property used for the care, maintenance or operation of the project generally;
- xxviii) use foil, flags, bedsheets, towels or other opaque material on any window;
- xxix) hang any wind chime or flag on the exterior of the unit or common property without the prior written approval of the Board;
- xxx) feed or harbour birds, squirrels or any other wildlife from the deck, patio or windows of his unit or on the common property. No bird feeders are

- allowed without the prior written approval of the Board;
- xxxi) render a unit unfit for human habitation;
  - xxxii) 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;
  - xxxiii) cook on the deck or patio other than using a natural gas, electric or propane barbecue. An Owner shall not install a fire pit or any type of stove in a privacy area. No charcoal briquet barbecues shall be used on the project;
  - xxxiv) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas or other decorations that will be visible from the exterior of the unit with the exception of the time period between November 1st of each year to February 28th of the following year;
  - xxxv) use or allow to be used any skateboard, rollerblades, frisbee, scooters or trick bicycles on the common property or play street hockey or ball on the roadway or parking areas or on the common grassed areas;
  - xxxvi) bring or store any commercial shopping carts on the common property or into any unit in the project other than to unload groceries or parcels and immediately return the same to the authorized location;
  - xxxvii) use or permit any member of his household, guests or visitors to use, any of the recreational facilities or amenities or 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 and upon publication of a rule or regulation so made by the Board, the same shall be binding upon each occupier of a unit, his visitors and guests and any violation of such rules and regulations may result in the loss of use of the recreational amenities for a period as decided by the Board.
- c) An Owner shall ensure that his occupants comply with those requirements that the Owner must comply with under Subsection (a) and (b) 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, the members of my household and my guests from time to time will, in using the unit rented by me, any privacy areas relating to the unit and all the common property, comply with the CONDOMINIUM PROPERTY ACT, the Bylaws and all rules and regulations of the Corporation during the term of my tenancy".

## **Bylaw History**