

# **ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE**

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WESTMOUNT PLACE  
NOTICE OF CHANGE OF BY-LAWS

(CONDOMINIUM PROPERTY ACT, s. 32 )

CONDOMINIUM CORPORATION NO. 831 0969 hereby certifies that by a special resolution passed as of the 3<sup>rd</sup> day of September, 2002, the By-laws applicable to the aforesaid condominium plan were added to, amended or repealed as follows:

"UPON MOTION DULY MADE AND SECONDED IT WAS RESOLVED THAT the By-laws applicable to Condominium Plan No. 831 0969 being the By-laws registered as Instrument No. 921 106 410 on May 7<sup>th</sup> 1992, are hereby repealed and the By-laws attached to this Notice are passed in substitution and replacement therefor, effective as of the date on which the Registrar of the Land Titles Office for the South Alberta Land Registration District has made a memorandum of the filing hereof on the said Condominium Plan."

The seal of Condominium Corporation No. 831 0969 was hereunto affixed on the

6<sup>th</sup> day of December, 2002.

CONDOMINIUM CORPORATION  
NO. 831-0969

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

021-447655-001

# WESTMOUNT PLACE

BY-LAWS OF CONDOMINIUM CORPORATION NO. 831 0969

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IN SUBSTITUTION FOR THE BY-LAWS REGISTERED AS  
INSTRUMENT #921 106 410 on May 7<sup>th</sup>, 1992

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NOTE: These By-laws have been passed by Condominium Corporation No. 831 0969 for the purpose of repealing, replacing and substituting the By-laws registered as Instrument No. 921 106 410 on May 7<sup>th</sup> 1992.

# WESTMOUNT PLACE

## BY-LAWS OF CONDOMINIUM CORPORATION NO. 831 0969

### DEFINITIONS AND INTERPRETATION

1. In these By-laws unless the context or subject matter requires a different meaning:
  - a) "Act" means the *CONDOMINIUM PROPERTY ACT*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
  - b) "Board" means the Board of Directors of the Corporation;
  - c) "By-laws" means the By-laws of the Corporation, as amended from time to time;
  - d) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of the real and personal property of the Corporation and the common property;
  - e) "commercial units" or "commercial unit owners" means units #1A, #1B, #1C, #128A, #128B, #128C, #129A, #129B, #129C #129D, and #129E, or the person who is registered as "owner" thereof;
  - f) "common expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these By-laws;
  - g) "common property" means so much of the parcel as is not comprised in or does not form part of any unit shown on the condominium plan;
  - h) "condominium plan" means the condominium plan registered under the Act as Plan No. 831 0969 and any registered redivision plans thereof;
  - i) "Corporation" means the Corporation constituted under the Act by the registration of the condominium plan whose legal name is "Condominium Corporation No. 831 0969";
  - j) "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 By-laws

and the Act. If no Insurance Trustee is appointed, then the Insurance Trustee is the Board;

- k) "Interest Rate" means eighteen (18%) per cent per annum or the maximum rate permitted under the Regulation to the Act;
- l) "Manager" means any property manager contractually appointed by the Board;
- m) "occupant" or "tenant" means the rightful and lawful occupant or lessee of a unit, whether or not the occupant is an owner;
- n) "ordinary resolution" means a resolution:
  - i) passed at a properly convened meeting of the Corporation by a majority of not less than 51% of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these By-laws; or
  - ii) in writing signed by not less than 51% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws and representing not less than 5001 of the unit factors for all of the units;
- o) "owner" means a person who is registered as the owner of the fee simple estate in a unit and where the term "owner" is used in By-law 62, that term includes an occupant or a tenant;
- p) "parcel" means the land comprised in the condominium plan;
- q) "privacy area(s)" means the balcony immediately adjacent to and affixed to a unit to which such unit owner has sole access and an area of the common property in the underground parkade for the sole purpose of parking one (1) or more private motor vehicles thereon and any portion of the common property designated by the Corporation as an area of exclusive use to an owner under By-law 5(f);
- r) "private motor vehicle" means small, medium and full-size cars, station wagons, light trucks up to 3/4 ton size, vans, mini-vans and sport utility vehicles;
- s) "project" means all of the real and personal property and fixtures comprising the parcel, land and buildings which constitute the units and common

property;

- t) "Regulation" or "Regulations" means the *Condominium Property Act* Regulation currently being Alberta Regulation 168/2000 and any other Regulation made from time to time in substitution, replacement or addition thereto by the Lieutenant Governor in Council in Alberta pursuant to the Act;
- u) "residential unit" or "residential unit owner" means, respectively, units #2 to #127 inclusive, or the persons who are registered as "owners" thereof;
- v) "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 By-laws 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 By-laws and representing not less than 7500 of the total unit factors for all the units;
- w) "spouse" includes a person who holds that position usually enjoyed by a spouse whether or not he or she is legally married;
- x) "unit" means an area designated as a unit by the condominium plan; and
- y) "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.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws and other expressions used in these By-laws and not defined in the Act or in these By-laws 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.



## MISCELLANEOUS PROVISIONS

### 2. a) HEADINGS

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

### b) RIGHTS OF OWNERS

The rights and obligations given or imposed on the Corporation or the owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the owners under the Act;

### c) CONFLICT WITH ACT

If there is any conflict between the By-laws and the Act, the Act prevails;

### d) SEVERABILITY

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

### e) EXTENDED MEANINGS

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

## DUTIES OF THE OWNERS

### 3. An owner SHALL:

- a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' notice (except in case of emergency when no notice is required), to enter his unit for the purpose of:
  - i) inspecting the unit and maintaining, repairing or renewing party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other

facilities for the furnishing of utilities for the time being existing in the unit;

- ii) maintaining, repairing or renewing the common property;
- iii) ensuring that the By-laws are being observed;
- iv) doing any work for the benefit of the Corporation generally; and
- v) gaining access to meters monitoring the use of any utility;

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

b) forthwith:

- i) carry out all work that may be ordered by any municipality or public authority in respect of his unit; and
- ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;

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

- i) the interior of the unit and all improvements and additions thereto;
- ii) all windows of the unit located on the interior walls of the unit including all window hardware. An owner shall wash all windows and sliding glass doors accessible to an occupant. An owner shall wash the inside of the glass balcony panels. The Corporation will wash all non-accessible windows;
- iii) all doors of a unit located on the interior walls of the unit including all door hardware but excluding the painting of the exterior surface finishing of the unit access doors;
- iv) any light fixtures and bulbs attached to the exterior of the unit;
- v) the light fixtures and their bulbs attached to the balcony of each unit;
- vi) in a clean and sightly condition, any privacy area (and any plants or landscaping therein) which is located on or which comprises any part of the common property to which the owner has been granted

exclusive use pursuant to By-law 5 or By-law 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 By-law 58 shall apply;

- vii) use any fireplace within a unit in a safe manner and in a manner not to cause nuisance or discomfort to any other owner;

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 By-laws;

- d) not paint nor make any repairs, additions or alterations to the exterior of his unit or the building (INCLUDING interior and exterior load bearing and partition walls) of which his unit forms a part or to the common plumbing, common mechanical or common electrical systems within his unit without first obtaining the written consent of the Corporation;
- e) use and enjoy the common property in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other owners, their families or visitors;
- f) 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; PROVIDED THAT use of the commercial unit for City of Calgary approved commercial, retail or recreational purposes is expressly permitted;
- g) notify the Corporation forthwith upon any change of ownership or of any mortgage, lease or other dealing in connection with his unit;
- h) comply strictly with these By-laws 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;
- i) 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;

- j) pay to the Corporation all legal expenses incurred as a result of it having to take proceedings to collect any common expenses levied or assessed against his unit, and such legal expenses shall be paid on solicitor and his own client indemnification basis;
- k) express all suggestions, questions or complaints to the Board or the Manager in writing placed in an envelope delivered to a Director or the Manager;
- l) upon request of the Corporation, deposit with the Corporation monthly post-dated cheques for assessed condominium contributions; and
- m) pay to the Corporation on demand any bank or Corporation charges for any late or "NSF" cheque written by such owner.

#### DUTIES OF THE CORPORATION

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

- a) control, manage, maintain, repair, replace and administer the common property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the owners and for the benefit of the entire project;
- b) do all things required of it by the Act, these By-laws and any other rules and regulations in force from time to time and shall take all necessary steps the Corporation sees fit to enforce these By-laws;
- c) maintain and repair (INCLUDING replacement where reasonably necessary) the elevators (INCLUDING shafts and pits), exterior lighting, the automatic garage door, all heating and air conditioning systems, the security system, all electrical and mechanical rooms, and all door locks and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one (1) unit or common property and shall sweep all fireplace chimneys from time to time at the expense of each owner who has each fireplace;
- d) provide and maintain in force all such insurance as is required by the Act

and by the provisions of these By-laws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an owner or registered mortgagee of a unit, or the duly authorized agent of such owner or mortgagee, produce to the owner or mortgagee, a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof within the times specified in the Act;

- e) subject to any obligations imposed by the By-laws 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:
  - i) the exterior or outside surfaces of the buildings comprising the units (INCLUDING all windows and doors except to the extent the owner is required to repair and maintain under By-law 3(c), the washing of windows and sliding glass doors that are accessible to an occupant, the washing of the inside of the glass balcony panels by an owner, the light fixtures and bulbs attached to the exterior of the unit, and any interior air conditioning equipment installed by or at the request of an owner, all of which shall be the responsibility of an owner);
  - ii) the repair of any 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 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 By-law 5 or By-law 58;
  - iv) the driveway, all parking areas, landscaped areas, common sidewalks, parkade ramp, automatic garage door, and the garbage chute;
  - v) all balcony rails, related posts and all utility services within, on, in, under or through the units and common property;
  - vi) building entrance area, lobby and elevator lobbies;
- f) collect or cause to be collected and receive or cause to be received all contributions towards the common expenses and deposit same in a separate account with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the *CREDIT UNION*

## ACT:

- g) subject always to and in accordance with the Act and any Regulation passed pursuant thereto, establish and maintain out of the contributions to be levied by the Corporation towards the common expenses or otherwise such amount as the Board may determine from time to time to be fair and prudent for the Capital Replacement Reserve Fund to be used to provide sufficient funds that can reasonably be expected to provide for major repairs and replacements of any real and personal property owned by the Corporation and the common property where the repair or replacement is of a nature that does not occur annually. Funds shall not be taken from the Capital Replacement Reserve Fund for the purposes of making capital improvements not contemplated by the Capital Replacement Reserve Fund report of the Corporation unless such improvements are authorized by special resolution. The Capital Replacement Reserve Fund shall be an asset of the Corporation and no part of that money shall be refunded or distributed to any owner of a unit except where the project ceases to be governed by the Act. The Board SHALL:
- i) prepare an annual report each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
    - (A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
    - (B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments;
    - (C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
  - 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 five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, 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 newly updated plan to each owner prior to the collection of any further funds for the purposes of the Capital Replacement Reserve Fund;
  - iv) upon written request, at the expense of the person requesting,

provide the most recent reserve fund report, most recent reserve fund plan and most recent annual report prepared under Section 36 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 to the Board may seem justifiable in the management or administration of the entire project;
- i) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the common property designated for vehicular or pedestrian traffic and keep and maintain in good order and condition the ground floor entrance, the hallways, stairs and stairwells, mail room and mailboxes, the exercise room, intercom and security systems, lobby, vestibule, foyer, fire prevention system and boxes, storage and janitorial equipment spaces, generator room, mechanical and electrical rooms, gas meter room, diesel fuel storage room, central alarm and control rooms, cooling tower, the caretakers unit, the parkade ramp, the parkade and the automatic garage door, and all grassed or landscaped areas of the common property; PROVIDED THAT the general cleaning and maintenance of any privacy area designated to an owner under By-law 5 or By-law 58 shall be the prime responsibility of the owner to whom such privacy area has been leased or assigned;
- j) provide an adequate garbage chute and containers on the common property for use by all the owners and provide for regular collection therefrom;
- k) at all times keep and maintain for the benefit of the Corporation and all owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;
- m) establish and maintain lawns, trees and shrubs and other landscaping on the common property and replace in the discretion of the Board, any lawns, trees or shrubs which die;
- n) repair, replace and maintain party walls separating units. If the reason or cause for such repair, replacement or maintenance is the negligent act or omission of a unit owner, the cost of such repair will be charged to the

negligent owner;

- o) repair, replace and maintain thermostats and zone valves within a unit; and
- p) maintain and keep current a parking register which shall indicate the name of the owner (as lessee) of each parking stall located on the common property and/or the name of the person entitled to lease or exclusive use and occupation of such stall.

#### POWERS OF THE CORPORATION

5. 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;
- 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 or special privileges in respect thereof on such terms as the Board in its sole discretion deems appropriate;
- g) grant to an owner a lease in respect of areas adjoining or relating to such owner's unit, as shown on the condominium plan, under Section 50 of the Act, on such terms and conditions as may be determined by the Board from

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time to time PROVIDED THAT such lease shall be available for the benefit only of owners, purchasers, tenants and other lawful occupants of such unit, shall not be assignable to anyone who is not an owner or purchaser by agreement for sale of such unit and shall be terminated on 30 days' notice by the Corporation as against any grantee, lessee or assignee who ceases to be an owner or purchaser under an agreement for sale of such unit;

- h) 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 By-laws and for the control, management and administration of the common property generally;
- i) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- j) raise the amounts of money so determined by levying contributions on the owners in proportion to the unit factors for their respective units or as otherwise herein provided;
- k) charge interest under Section 40 of the Act on any contribution or common expenses owing to it by an owner at the Interest Rate;
- l) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by ordinary resolution of the Corporation;
- m) provide and maintain a fund to take care of expenses not properly chargeable to the reserve fund or every day maintenance expenses. The fund shall be called a contingency fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the reserve fund;
- n) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the common expenses;
- o) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the By-laws;
- p) subject to any limitations and prohibitions contained in the Act, these By-laws or otherwise by law, have such powers and do all such things which any body corporate shall be empowered and authorized to do under the *BUSINESS CORPORATIONS ACT OF ALBERTA* (as amended and replaced from time to time) and do all things and have such rights, powers

and privileges of a natural person; and

- q) levy penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any By-law.

#### THE CORPORATION AND THE BOARD

6. 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.

#### COMPOSITION OF THE BOARD

- 7.
  - a) The Board shall consist of not fewer than three (3) nor more than seven (7) owners or spouses of the owners or representatives of mortgagees who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual general meeting just prior to the election of the Board;
  - b) A Board member must be eighteen (18) years of age or older;
  - c) Where a unit has more than one (1) owner, only one (1) owner in respect of that unit may sit on the Board at any point in time;
  - d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related;
  - e) Every member of the Board shall exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith; and
  - f) No owner who is indebted to the Corporation for a contribution, assessment or levy that is more than thirty (30) days overdue shall be eligible for election to or membership on the Board.

#### RETIREMENT FROM BOARD

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

#### ELIGIBILITY FOR RE-ELECTION TO BOARD

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

#### REMOVAL FROM BOARD

10. The Corporation may, by ordinary resolution at an extraordinary general meeting, remove any member or all members 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.

#### CASUAL VACANCY ON BOARD

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

#### QUORUM FOR BOARD

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 it consists of seven (7) members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

#### OFFICERS OF THE CORPORATION

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

#### CHAIRMAN OF BOARD MEETINGS

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

DUTIES OF OFFICERS

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

VOTES OF BOARD

16. a) At meetings of the Board all matters shall be determined by simple majority vote.
- b) A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- c) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, that Board member must disclose his interest and refrain from voting on such agreement or transaction.

FURTHER POWERS OF BOARD

17. The Board MAY:

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than seven (7) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the common property and the exercise and performance of the powers and duties of the Corporation;
- c) subject to any valid restriction imposed or direction given at a general meeting of owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (INCLUDING but not so as to limit the generality of the foregoing the supervision, management and performance

of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. 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:

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

#### ADDITIONAL DUTIES OF THE BOARD

18. The Board SHALL:

- a) subject to any valid restrictions or directions given at a general meeting of the owners, carry on the day to day business and affairs of the Corporation;
- b) keep minutes of its proceedings and, upon written request at the expense of the person requesting, provide copies thereof to owners and to mortgagees who have notified their interests to the Corporation;
- c) cause minutes to be kept of general meetings of the owners and, upon written request at the expense of the person requesting, provide copies

thereof to owners and to mortgagees who have notified their interests to the Corporation;

- d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- e) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- g) on written application of an owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at a time convenient;
- h) at least once a year, cause the books and accounts of the Corporation to be audited by an independent chartered accountant or certified general accountant to be selected at each annual general meeting of the Corporation and cause to be prepared and distributed to each owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited Financial Statement of the receipts of contributions of all owners towards the common expenses and disbursements made by the Corporation and a copy of the Auditor's Report within ninety (90) days of the end of the fiscal year of the Corporation. The report of the Auditor shall be submitted to each annual general meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an ordinary resolution to that effect;
- i) keep a register noting the names and addresses of all owners and any mortgagees who have given notice of their interests to the Corporation;
- j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- k) within thirty (30) days from the conclusion of the Corporation's annual general meeting, file or cause to be filed at the Land Titles Office, a notice in the prescribed form stating the name and address of that person and the day that the person became or ceased to be, as the case may be, a member of the Board;
- l) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

DEFECTS IN ELECTION/APPOINTMENT TO BOARD

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

VACATING OFFICE OF BOARD MEMBER

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

- a) by notice in writing to the Corporation resigns his office; or
- b) dies; or
- c) is in arrears more than thirty (30) days of any contribution, levy or assessment required to be made by him as an owner; or
- d) becomes bankrupt; or
- e) is found lunatic or becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the *MENTAL HEALTH ACT*; or
- f) is convicted of an indictable offence; or
- g) is absent from meetings of the Board for three (3) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated; or
- h) ceases to qualify for membership pursuant to By-law 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
- j) is refused bonding, at a reasonable premium, by a recognized bonding institution; or
- k) commences any legal proceedings against the Board or the Corporation.

### SIGNING AUTHORITIES

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

### CORPORATE SEAL

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

### ANNUAL GENERAL MEETINGS

23. An annual general meeting shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next. Each such meeting shall be held within the City of Calgary in which the units are located unless the owners agree, by ordinary resolution, to hold such meeting in another location.

### EXTRAORDINARY GENERAL MEETINGS

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

### CONVENING EXTRAORDINARY GENERAL MEETINGS

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 extraordinary general meeting which meeting shall be held within thirty (30) days of the Board's receipt of the said requisition. The agenda for such meeting shall include any legally valid items specified by the requisitioners.

### NOTICE OF GENERAL MEETINGS

26. A minimum of seven (7) days' notice of every general meeting specifying the place,



the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the owner and to such mortgagees in the manner prescribed in these By-laws, but the accidental omission to give notice to an owner or mortgagee or non-receipt by an owner or mortgagee does not invalidate the meeting or any proceedings thereat. In computing the number of the days of notice of a general meeting required under these By-laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted. Notice of any meeting may be waived either at, before or after the meeting by persons entitled to vote at the meeting and such waiver shall be deemed the equivalent of receipt of due and proper notice of the meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

27. All business that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the Board, or at any extraordinary general meeting, shall be deemed special.

#### QUORUM FOR GENERAL MEETINGS

28. Save as in these By-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter ( $1/4$ ) of the persons entitled to vote representing not less than 2500 of the unit factors present in person or by proxy shall constitute a quorum.

#### ADJOURNMENT 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 one half ( $1/2$ ) of an hour on the same day, at the same place and if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum.

#### CHAIRMAN FOR GENERAL MEETINGS

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.

#### ORDER OF BUSINESS FOR GENERAL MEETINGS

31. The Order of Business at general meetings, and as far as is appropriate at all

extraordinary general meetings, shall be:

- a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- b) call to order by the Chairman and establish quorum;
- c) proof of notice of meeting or waiver of notice;
- d) reading and disposal of any unapproved minutes;
- e) reports of officers;
- f) reports of committees;
- g) financial report;
- h) appointment of auditors and solicitors;
- i) resignation of the Board;
- j) election of Board;
- k) unfinished business;
- l) new business;
- m) adjournment.

#### VOTING BY SHOW OF HANDS

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

#### 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 in addition to his original vote. A demand for a poll may be withdrawn.

#### VOTING CALCULATION

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

#### VOTES PERSONALLY OR BY PROXY

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

#### PROXIES

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.

#### 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 thirty (30) days prior to the date of such meeting but the presence of any such defaulting owner shall be included in the count for quorum constitution purposes pursuant to By-law 28.

#### VOTE BY CO-OWNERS

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

### RESOLUTION OF THE OWNERS

39. 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.

### 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.

### 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.

### VOTING RIGHTS OF MORTGAGEE

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

### VIOLATION OF BY-LAWS

43. a) Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws 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 By-laws or any rules or regulations established pursuant to these By-laws 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 By-law has occurred, it may, by resolution, cause a notice to be delivered to the owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified. The time specified shall be no earlier than ten (10) days from the date the notice is delivered to the owner allegedly in breach. Upon resolution, the Board may impose a reasonable non-monetary or monetary sanction, the minimum monetary sanction to be 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 By-law;
- d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 of the Act to enforce the sanction;
- e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of units or any transfer, lease, mortgage or other dealing with the units or of destroying or modifying any easement implied or created by the Act.

#### AMENDMENT OF BY-LAWS

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

such mortgagee with a copy of any registered amendment, addition or repeal.

DAMAGE OR DESTRUCTION

45. a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty five (25%) per cent or more of the replacement value of all units and common property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary general meeting 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 (100) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the unit owners for such deficiency as part of the common expenses;

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

- i) any liens or charges affecting any of the units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective owners in the parcel; and
  - ii) the proceeds of insurance shall be paid to the Insurance Trustee, if any, the owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the parcel in accordance with the terms of any insurance trust agreement in effect;
- b) The Corporation is not responsible for any damage or loss whatsoever

caused by or to any property or contents of any nature or kind in or upon 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 or these By-laws, 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 or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

#### INSURANCE

- 46. 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 By-law 17 hereof (hereinafter collectively called the "Insureds") as their respective interests may appear;

- ii) Boiler, vessel and elevator insurance;
  - iii) Public liability insurance insuring the Insureds against any liability to the public and/or to the owners and their invitees, licensees or tenants, incidental to the ownership and/or use of the common property and units and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars, inclusive for bodily injury and/or property damage per occurrence;
  - iv) 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;
  - v) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the common property;
  - vi) Liability insurance for the Corporation arising out of the ownership, use or operation of any machinery, equipment, and vehicles;
  - vii) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution;
- b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
- i) that the policy may not be cancelled or substantially modified without at least sixty (60) days prior written notice to all Insureds;

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- ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
  - iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
  - iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the owners and any member of the household of any owner, except for arson, fraud and vehicle impact;
  - v) a waiver by the insurer of any defence based upon co-insurance (provided that policies of physical damage insurance may contain co-insurance on a stated amount basis so long as the appraisal provisions of this By-law are met) or of invalidity arising from the conduct of or any omission or act or breach of a statutory condition by any Insured;
  - vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated; and
  - vii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured;
- c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the common property, units, and all of the property of the Corporation. A copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of 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 or certified copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The 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 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 the unit however caused;
- g) In the event an owner incurs or suffers damage or loss to the 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.

CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

47. a) The common expenses of the Corporation shall be paid by the unit owners in proportion to the unit factors for their respective units or as otherwise specified herein 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 more than one owner and not charged directly to any one owner either by meter or otherwise;
  - ii) Management fees and Insurance Trustee fees, if any, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
  - iii) All the charges on account of cleaning or sweeping of parking areas, lawn maintenance and landscaping and for snow and debris removal from common property not designated as a privacy area;
  - iv) All charges on account of lighting fixtures situated on any unit owned by the Corporation or on common property except the balcony, light fixture on any unit;
  - v) All charges on account of maintenance for any unit owned by the Corporation, or those portions of a unit or common property for which the Corporation is responsible under these By-laws;
  - 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 By-laws and/or the Act;
  - viii) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees and disbursements;
  - ix) All reserves for repairs and replacement of common property and portions of units or buildings the repair or replacement of which is the responsibility of the Corporation;

- x) Maintenance of the exterior walls and other structural costs of the building;
  - xi) The cost of maintaining fidelity bonds as provided in these By-laws;
  - xii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
  - xiii) The allocable or pro rata portion of the cost of any electricity taken from any exterior plug which is billed directly to an owner by the provider of such electricity and which is used by the Corporation for purposes of operating or maintaining common property;
- b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each owner at the municipal address of his unit or to such other address as notified to the Manager or the Corporation:
  - 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;
- c) The budget shall set out by categories an estimate of the common expenses of the Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements ("Capital Replacement Reserve Fund");
- d) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation and the common property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget;
- e) The common expenses set forth in each contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly installments payable, in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation;
- f) The common expenses of the Corporation shall be paid by the unit owners in proportion to unit factors for their respective units, except that any expenses which, in the sole discretion of the Board, relate directly to the

maintenance, operation or repair of the residential units, may be assessed only to the residential unit owners or a portion of such owners as the Board may determine, and any expenses which in the sole discretion of the Board relate directly to the maintenance, operation or repair of the commercial units, may be assessed only to the commercial unit owners, or a portion of such owners, as the Board in its sole discretion may determine;

- g) All payments of whatsoever nature required to be made by each owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due;
- h) The 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;
- i) Upon the written request of an owner, purchaser or mortgagee of a unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
  - i) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
  - ii) the particulars of:
    - (A) any action commenced against the Corporation and served upon the Corporation;
    - (B) any unsatisfied judgment or order for which the Corporation is liable; and

- (C) any written demand made upon the Corporation for an amount in excess of Five Thousand (\$5,000.00) Dollars that, if not met, may result in an action being brought against the Corporation;
- iii) the particulars of or a copy of any subsisting management agreement;
  - iv) a copy of the current budget of the Corporation;
  - v) a copy of the most recent financial statements, if any, of the Corporation;
  - vi) a copy of the By-laws of the Corporation;
  - vii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
  - viii) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property, including a parking stall or storage area;
  - ix) the particulars of any post-tensioned cables that are located anywhere on or within the property that is included in the condominium plan;
  - x) a statement setting forth the amount of the Capital Replacement Reserve Fund;
  - xi) a statement setting forth the unit factors and the criteria used to determine unit factor allocation;
  - xii) a statement setting forth any structural deficiencies that the Corporation has knowledge of at the time of the request in any of the buildings that are included in the condominium plan;
  - xiii) 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;
- j) 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 By-laws or release of the owner or owners from their obligation to pay the contributions or special assessments, or any installments thereof for any year or period,

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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;

- k) The Board or the Manager supplying any documents required to be provided in these By-laws or under Section 44 of the Act, shall be entitled to charge a reasonable fee for the production thereof.

#### SPECIAL ASSESSMENTS

48. If at any time it appears that the annual contributions towards the common expenses will be insufficient to meet the common expenses, the Corporation may assess and collect a special contribution or assessment against each unit in an amount sufficient to cover the additional anticipated common expenses. The Corporation shall give notice of such further assessment to all owners which shall include a written statement setting out the reasons for the assessment and each assessment shall be due and payable by each owner in the manner and on the date or dates specified in the notice. Each such special assessment shall be determined and assessed against the owners in proportion to their unit factors or in accordance with By-law 47(f). 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.

#### DEFAULT IN PAYMENT OF ASSESSMENTS

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

- a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessments or charges of any kind against the unit title or interest of such owner. The Corporation shall have the right to file a caveat or encumbrance against the unit title or interest of such owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each owner responsible for any such unpaid contribution, assessment, instalment or payment which

is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, installments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and disbursements on a solicitor and his own client basis from such defaulting owner;

- b). Any other owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the owner in default, with respect to a unit, and upon such payment, such party, person, firm or corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this 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 ninety (90) days, the Board shall give notice of such default to all mortgagees having an interest in such owner's unit who have notified their interests to the Corporation;
- e) In the event of any assessment against or instalment or payment due from an owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, installments and payments for the fiscal year then current upon notice to the owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, installments and payments shall become payable on and as of the date of the said notice;
- f) 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 By-laws 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.

### ESTOPPEL CERTIFICATE

50. 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.

### LEASING OF UNITS

51. 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 By-law 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 By-laws 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 By-laws, 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 By-laws 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.

#### SEVERABILITY

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

#### NOTICES

53. Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws 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 of the unit or if left with him or with some other adult person at the said unit 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 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 By-laws.

#### NOTICE OF DEFAULT TO MORTGAGEES

54. 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.

#### DEBT RETIREMENT ON TERMINATION

55. 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.

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 By-law next following shall be deemed to be a resolution of the Board.

ALTERNATE BOARD REPRESENTATIVE

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 By-laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall be entitled to two votes, one as a member of the Board and the other as an alternate representative of a member of the Board. If the representative so directs, notice of meetings of the Board shall be sent to the alternate representative of a member of the Board. If and when the appointing representative vacates the office of a representative of a member of the Board or removes the alternate representative from office as alternate representative, any appointment or removal under this By-law shall be made in writing under the hand of the representative making the same.

PRIVACY AREAS AND PARKING AREAS

58. a) The owner of a unit shall have the exclusive use of the balcony immediately adjacent and affixed to his unit to which he has sole access which shall constitute a privacy area granted to an owner pursuant to By-law 5. Any landscaping or decoration of such balconies 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 decoration shall be the sole responsibility of those owners who have their exclusive use;
- b) The Corporation through the Board may, from time to time, grant to an owner of a unit the exclusive use of certain parking space(s) on the common property as designated on the condominium plan and prefixed by the letter "P\_\_\_", by lease or otherwise. Each such parking space shall be governed by the terms of any such lease, granted under Section 50 of the Act, and shall be used only for the parking of one private motor vehicle. The Corporation shall have a right of entry to those parts of such parking space(s) which may be necessary to permit repairs or maintenance thereto,

or to give access to the utility and service areas adjacent thereto;

- c) The Board may, in addition to other restrictions set out in these By-laws, specify and limit the nature and extent of the use or uses of any such privacy area assigned or designated by it hereunder;
- d) While any such privacy area is not included in the condominium plan as part of a condominium unit, and shall not be deemed to be an area leased pursuant to Section 50 of the Act, any such privacy area shall be maintained in a clean and sightly condition at the sole expense of the owner to whom it has been assigned PROVIDED THAT the Board shall be responsible for removing slush, snow and debris from the driveway, parkade ramp and common walkways, sweeping the parkade as required and structurally maintaining parking areas, storage areas, balconies, balcony rails and walkways to a standard considered reasonable by the Board;
- e) If an owner shall fail to properly maintain (except painting, refurbishing and structurally maintaining) any such privacy area assigned to him after ten (10) days' notice to him to correct any maintenance problem set forth in said notice from the Board, then the Board or its representative may order the maintenance corrected and the owner affected shall reimburse the Board for all monies expended and all costs incurred in order to rectify said maintenance problem and pay interest thereon at the Interest Rate after demand for payment;
- f) The term privacy area does not include any fence, rail or similar structure bordering any designated privacy area;
- g) The Corporation and its servants and agents shall, notwithstanding the grant of any right, licence or privilege of exclusive use of any area to any owner, have and enjoy free and uninterrupted right at any and all times and from time to time to enter upon, pass and repass over, and occupy any and all parts of such privacy area for the purpose of carrying out any of the duties or functions of the Corporation.

#### REALTY TAXES

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

### INDEMNIFICATION OF OFFICERS AND MANAGERS

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

### NON-PROFIT CORPORATION

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

- a) reasonable compensation may be paid to any member of the Board or owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b) any member of the Board or owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to By-law 5(I).

### USE AND OCCUPANCY RESTRICTIONS

62. a) In this By-law:
- 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) The commercial unit owner SHALL NOT:
- i) use a commercial unit, or any part thereof, for residential purposes or for any purpose which may be illegal or injurious to the reputation of the project;
- c) A residential owner SHALL NOT:
- i) use his unit or any part thereof, for any commercial, professional or other business purpose or for a purpose involving the attendance of the public at such unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant City of Calgary Municipal By-law and a permit from the City of Calgary and prior approval of the Board has been obtained, or for any purpose which may be illegal or injurious to the reputation of the project. No owner or occupant shall use a unit to provide a day care center or commercial baby-sitting services without the prior written consent of the Board, which consent may be unreasonably withheld;
  - ii) use or permit the use of his unit other than as a single family dwelling or for a purpose other than for residential purposes or as authorized in sub-paragraph (i) above;
  - iii) permit his unit to be occupied as a place of residence by more than five (5) persons at any given time without the consent in writing of the Board;
  - iv) permit anything to be hung other than inside the unit;
  - v) shake rugs, blankets, mops or dusters of any kind nor throw anything out any windows in his unit or off the balcony on the common property, nor permit anything of this kind to be done;
  - vi) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
  - vii) chop wood on a balcony or in a unit or anywhere on the common property;
  - viii) be responsible for snow removal other than from the balcony adjoining his unit;
  - ix) feed or harbour pigeons, gulls or other birds from the balcony, terrace

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or windows of his unit or on the common property;

- x) render a unit unfit for human habitation;
- xi) cook on a balcony other than using a propane or electric barbecue;

d) Any owner SHALL NOT:

- i) keep or allow any animal, livestock, fowl or pet of any kind (other than birds or fish restrained at all times in enclosures) at any time to reside in his unit or on the common property; PROVIDED THAT any approved animal or pet living in a unit on May 1, 1992, may continue to live in such unit for the rest of its life, subject to the Board withdrawal of approval as set forth herein. Upon its demise, the animal or pet may not be replaced. All such animals or pets must have the specific approval in writing of the Board, which approval the Board may withdraw on reasonable grounds anytime on seven (7) days' notice to that effect. All dogs and cats approved must be hand leashed and kept under control at all times;
- 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 or other device shall be used within a unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other owners. No workmen or contractor shall be permitted to do any work in any unit except in accordance with regulations established by the Board;
- iii) 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 approval of the Board;
- iv) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on any parking area or privacy area assigned to him without the prior written consent of the Board;
- v) 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, air conditioning equipment, clothes lines, clothes, boots, shoes, personal belongings,

garbage disposal equipment, recreational or athletic equipment, fences, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained. 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 approval of the Board;

- vi) overload existing electrical circuits or store any combustible, inflammable or offensive goods, provisions or materials in his unit, storage locker, parking stall or on the common property, normal cleaning products in a unit and a barbeque on a balcony excepted;
- vii) 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;
- viii) 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, By-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- ix) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place any objects on the common property to interfere with the maintenance of the grounds generally;
- x) deposit customary refuse and garbage outside his unit other than in proper secure garbage bags placed in the garbage chute, containers or enclosures provided by the Corporation. Bottles, cans or breakable objects may be placed in the chute if placed in securely tied plastic bags. Newspapers are to be placed in trash bags or rolled and tied. Any boxes or bulky items that may block the chute must be carried to the garbage enclosure. The garbage chute may only be used between the hours of 8:00 a.m. and 10:00 p.m. daily. All bulk waste items such as discarded household furnishings, packing cartons or crates which the City of Calgary Solid Waste Services Department will not normally collect, shall be removed from the project by the owner at his sole cost and expense;
- xi) erect, place, allow, keep or display signs, billboards, advertising



matter, realtor lock boxes or other notices or displays of any kind on the common property including any privacy area assigned to 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 approval of the Board;

- xii) permit any employee, member of his household, guests or visitors to trespass on the part of the parcel to which another owner is entitled to exclusive occupation;
- xiii)
  - (A) use the common driveway or any part of the common property other than for ingress to and egress from a parking area;
  - (B) wash private motor vehicles anywhere on the project;
  - (C) carry out any repairs or adjustments to private motor vehicles on the project;
  - (D) 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 project. A motorcycle may be parked in the same stall as a private motor vehicle, provided such motorcycle and private motor vehicle fit entirely within the parking area and do not extrude into the parkade driveway;
  - (E) drive any private motor vehicle on the common property at a speed in excess of the speed posted or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
  - (F) allow a visitor to his unit to park his private motor vehicle anywhere on the project except in a stall designated by the Board for visitor parking;
  - (G) allow any propane powered private motor vehicle to be brought into, kept or stored in the underground parkade;
  - (H) park or store any private motor vehicles or allow any member of his household (except maintenance companies) to park or store any private motor vehicle on the front drive-through area of the project for any period longer than thirty (30) minutes;
  - (I) subject to subparagraph (H) above, allow a visitor to his unit to park his private motor vehicle anywhere on the project;

- (J) allow any private motor vehicle to run longer than the minimum time required to enter or exit the parkade. Motors must be turned off when the vehicle is parked;
- (K) allow any private motor vehicle to leak oil or grease. If such leak occurs, such owner shall be responsible to clean the parkade of such oil or grease as soon as reasonably possible;
- xiv) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, employees, guests or visitors or their vehicles;
- xv) allow his unit, parking stall or privacy area assigned to him to become unsanitary or unsightly in appearance;
- xvi) make or cause to be made any structural, common mechanical, common plumbing, common drainage, gas system or common electrical changes, alterations or additions to the unit or any structural alterations to be made to the outer boundary of any unit including load bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The owner requesting such approval agrees to pay the cost of any engineer 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;
- xvii) allow the area around the unit 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 unit to its satisfaction and charge the expense to the owner;
- xviii) use his balcony or patio or other areas outside of his unit for the storage of goods and chattels or allow or cause any effects or articles belonging to the unit to be kept anywhere except inside the respective unit when not in actual use, and each owner will comply with all requests of the Board or its representatives that all effects or articles, belonging to an owner be put away inside such unit when not in actual use, however, lawn furniture, a barbeque and flower pots on a balcony are permitted. Bicycles are to be put in the parkade and are

- not to be taken through the lobby to units or kept on balconies;
- xix) install any flags or wind chimes without the prior written approval of the Board;
  - xx) smoke anywhere on the common property except on the unit balcony. An owner shall use a fire retardant receptacle placed on such balcony which receptacle shall be filled with either sand or water. An owner shall not throw cigarette butts, matches or other combustible materials out of windows or over balconies;
  - xxi) move furnishings except during times established by the Board in its sole discretion so as to cause the least disturbance to other owners;
  - xxii) 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;
  - xxiii) without the written consent of the Board, have any right of access to those portions of the common property used from time to time for mechanical systems utilities areas, building maintenance, storage areas not specifically assigned to him under By-law 58, operating machinery or any other parts of the common property used for the care, maintenance or operation of the project generally;
  - xxiv) use or permit to be used any draperies or window coverings that are visible from the exterior of the building unless such draperies are of a neutral, white, off-white or ivory shade, or are so lined, and shall not use foil, flags or bed sheets or other unsightly opaque material on any window;
  - xxv) 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; and
  - xxvi) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas or other decorations that will be visible from the exterior of the unit with the exception of the time

period between December 1st of each year to January 31st of the following year;

xxvii) use or allow to be used in a unit, any fresh cut Christmas tree;

- e) 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 By-laws and all rules and regulations of the Corporation during the term of my tenancy";

- f) The following rules and regulations govern the use of all storage areas:

- i) each owner shall use his storage areas only for the storage of non-perishable property owned by him;
- ii) no portion of such storage areas shall be used for human or animal occupancy;
- iii) no goods, materials, chattels or other property shall be stored in any such storage areas which would violate any law or ordinance now or hereafter in force or which would violate the provisions of any insurance policy or result in any increase in the insurance costs of the Corporation;
- iv) no foodstuffs or dangerous, noxious, filthy, offensive, explosive or inflammable materials are permitted in such storage areas;
- v) each owner agrees that the Corporation shall have the right to enter into and upon any storage area at all reasonable times for the purposes of inspecting and ensuring compliance with these rules and regulations;
- vi) an owner may only store goods, materials, chattels or other property in his assigned storage areas that are actually owned by him;
- vii) each owner agrees to keep his assigned storage areas securely

locked at all times;

- viii) the Corporation is under no obligation as to the condition, temperature to be maintained or fitness of the storage areas for the particular or general purposes of the owner;
- xi) all goods and materials stored in the assigned storage areas are at the owner's sole risk. Each owner acknowledges that he is obligated to obtain and maintain in force sufficient insurance to protect the goods stored by him in his storage area against any loss suffered by the owner, whether from theft, vermin, rodents, fire, water damage, frost, steam, breakage, rain, flood, leakage, structural defect or any cause whatsoever. Each owner agrees to hold the Corporation, its agents and employees harmless from any and all claims of liability, loss or damage to property and of injury to or death of persons caused by any acts whatsoever or negligence of the owner, his guests, licensees or invitees in or upon his storage area;
- x) if an owner defaults under any provision of these rules and regulations and such default is not cured to the reasonable satisfaction of the Corporation within seven (7) days after notice of such default has been given to such owner, the Corporation may terminate such owner's right to use his assigned storage areas and may, at its sole option:
  - (A) require that the goods and materials of the owner be removed from the storage areas forthwith; and
  - (B) if the owner fails to remove his goods and materials, the Corporation may consider such goods and materials abandoned and enter the storage area and remove to a location of its choice or dispose of such goods and materials. The Corporation may dispose of such goods and materials by public auction or private sale or return the goods to the owner's last known address and, after such disposal, the Corporation is relieved of all further obligations or liability to the owner. It is presumed that any property left or abandoned by the owner does not exceed One Hundred (\$100.00) Dollars in value;
- g) The restrictions in use of units have the following purposes:
  - i) to provide for the health and safety of condominium occupants;

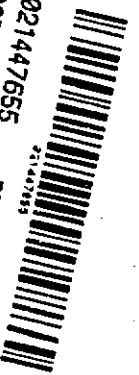
- ii) to maintain the common property and units in such a manner as to preserve property values; and
- iii) to develop a sense of community.

#### CHANGE OF LEGISLATION

63. Should the Act be amended and changed in the future, then these By-laws 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.

#### MEDIATION AND ARBITRATION

64. Any dispute respecting any matter arising under these By-laws 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*.



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