

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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Notice of Change of By-Laws

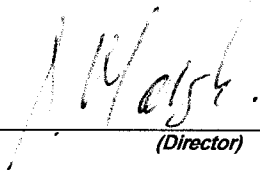
Form 3
Condominium Property Act
Sections 32

Condominium Corporation No. 0212152 hereby certifies that, by a special resolution passed of January 15, 2019, the by-laws of the corporation were added to, amended or repealed as follows:

- (a) the Corporation's bylaws, being the Bylaws registered as instrument 021231838 on June 28, 2002 are repealed, and
- (b) the bylaws attached to this form shall become the Bylaws of the Corporation and become effective as of the date the Registrar of the South Alberta Land Titles Office files the same

The seal of Condominium Corporation No. 0212152 was affixed on January 30, 2019

in the presence of Scott Marsh



(Director)

(Corporate Seal)

TURNBURY AT CRYSTAL SHORES

BYLAWS OF CONDOMINIUM CORPORATION NO. 0212152

IN SUBSTITUTION AND REPLACEMENT FOR THE BYLAWS REGISTERED IN THE SOUTH ALBERTA LAND REGISTRATION DISTRICT AS INSTRUMENT # 021 231 838 ON JULY 5, 2002.

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

NOTE: These Bylaws have been passed by Condominium Corporation No. for the purpose of repealing, substituting and replacing the Bylaws registered in the South Alberta Land Registration District as instrument # 021 231 838 on July 5, 2002.

I. DEFINITIONS AND INTERPRETATION**1. DEFINITIONS**

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

- (a) "Act" means the *Condominium Property Act*, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution thereof;
- (b) "Architectural Standards" means those specifications for design and appearance as prescribed in the Restrictive Covenant registered in the South Alberta Land Registration District as Instrument #021 231 837 and as approved by the Board in accordance with such Restrictive Covenant;
- (c) "Board" means the Board of Directors of the Corporation;
- (d) "Building" means the residential dwelling constructed on a Unit and forming an integral part thereof;
- (e) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;
- (f) "Capital Replacement Reserve Fund" means a fund established in accordance with the provisions of the Act, to be used for major repairs and replacements of any portions of the units for which the Corporation is responsible, any real and personal property of the Corporation, the Common Property and the Managed Property;
- (g) "Common Expenses" means the expenses of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these Bylaws;
- (h) "Common Property" means Unit #13 and those portions of the Condominium Plan which are designated "Common Property", or so much of the Parcel as is not comprised in or does not form part of any Unit shown on the Condominium Plan;
- (i) "Common Property Unit" means Unit #13 owned by the Corporation for the use and benefit of all Owners;
- (j) "Condominium Plan" means the bare land Condominium Plan registered at the Land Titles Office under the Act as No. 0212152;
- (k) "Corporation" means the Corporation constituted under the Act by the registration of the bare land Condominium Plan whose legal name is "Condominium Corporation No. 0212152";

- (l) "Emergency Situation" means a situation normally and reasonably perceived as one which would endanger either or both person or property if not immediately remedied or rectified;
- (m) "Exclusive Use Area" means any areas to which an Owner has been granted exclusive use pursuant to Bylaw 58;
- (n) "General Meeting" includes both annual and special General Meetings and means those meetings, held upon notice to all members of the Corporation, at which all such members or their proxies are entitled to be present, and if qualified, to vote;
- (o) "Improvements and Betterments" means those enhancements, renovations or modifications to the Unit during construction by the builder or at a later date, which increases the kind, quantity or quality of the finishing, materials, fixtures or construction over that of a standard Unit as constructed by the original builder, which standard Unit specifications are attached hereto as Appendix 1;
- (p) "Insurance Trustee" means a person, firm or corporation selected from time to time on resolution of the Board, whose duties include the receiving, holding and disbursing of proceeds of policies of insurance pursuant to these Bylaws and the Act. If no Insurance Trustee is appointed, then the Board is the Insurance Trustee;
- (q) "Interest Rate" means eighteen (18%) percent per annum , calculated annually, or such lesser or greater rate as is equal to the maximum rate permitted under the Regulation to the Act;
- (r) "Manager" means any condominium property manager contractually appointed by the Board;
- (s) "Managed Property" means all those parts of the units including the portions of the Buildings thereon which, pursuant to these Bylaws, the Corporation is required to administer, control, manage, maintain and repair as if the same were Common Property;
- (t) "Municipal" or "Municipality" means the Town of Okotoks;
- (u) "Occupant" or "Tenant" means the rightful and lawful Occupant or lessee of a Building or Unit, whether or not the Occupant is an Owner, if occupation exceeds thirty (30) days in any calendar year;
- (v) "Ordinary Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 51% of all the persons present at such meeting and entitled to exercise the power of voting conferred under the Act or these Bylaws; or
 - (ii) in writing signed by not less than 51% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to

exercise the power of voting conferred by the Act or these Bylaws and representing not less than 5001 of the Unit Factors for all of the units;

- (w) "Owner" or "Owners" means a person or persons who is or are registered as the Owner(s) of the fee simple estate in a Unit and where the term "Owner" is used in Bylaw 62, that term includes a Tenant;
- (x) "Parcel" means the land comprised in the Condominium Plan;
- (y) "Private Motor Vehicle" means small, medium and full-size cars, station wagons, light trucks up to $\frac{3}{4}$ ton size, vans, mini-vans, motorcycles and sport utility vehicles;
- (z) "Project" means all of the real and personal property and fixtures comprising the Parcel, land and Buildings which constitute the units and Common Property;
- (aa) "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;
- (bb) "Restrictive Covenants" means those certain Restrictive Covenants registered in the South Alberta Land Registration District against each Unit as Instrument #011 145 642 and 021 231 837;
- (cc) "Special Business" means any resolution to be voted upon at a General Meeting of the Owners of which advance notice is required to be given under these Bylaws. Special Business may or may not require to be passed by a Special Resolution;
- (dd) "Special Resolution" means a resolution:
 - (i) passed at a properly convened meeting of the Corporation by a majority of not less than 75% of all the persons entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units; or
 - (ii) agreed to in writing by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the powers of voting conferred by the Act or these Bylaws and representing not less than 75% of the total Unit Factors for all the Units;
- (ee) "Spouse" includes a person who holds that position usually enjoyed by a Spouse whether or not he or she is legally married;
- (ff) "Unit" means land that is situated within the Parcel and is described as a Unit in the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the *Surveys Act*, R.S.A.

2000, c. S-26, respecting subdivision surveys but does not include Unit #13, the Common Property Unit;

- (gg) "Unit Factor" means the Unit Factor for each Unit as more particularly specified or apportioned and described in and set forth on the bare land Condominium Plan.

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

2. MISCELLANEOUS PROVISIONS

In addition:

(a) HEADINGS

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

(b) RIGHTS OF OWNERS AND CORPORATION

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

(c) CONFLICT WITH ACT

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

(d) EXTENDED MEANINGS

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

II. THE OWNERS

3. DUTIES OF THE OWNERS

An Owner SHALL:

- (a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' written notice

(except in case of an Emergency Situation when no notice is required), to come onto the Unit and to enter any Building thereon for the purpose of:

- (i) inspecting the Unit;
- (ii) maintaining, repairing or renewing, operating or to ensure the operation of, either or both, the Common Property or Managed Property including all party walls and pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities; or
- (iii) maintaining, repairing, or renewing Common Property and Managed Property;
- (iv) ensuring that the Bylaws are being observed;
- (v) doing any work for the benefit of the Corporation generally;
- (vi) gaining access to meters and/or valves relating to any utility;
- (vii) gaining access to effect repairs to basement concrete foundations.

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

- (b) forthwith:
 - (i) carry out all work that may be ordered by the Municipality or public authority in respect of the Unit; and
 - (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
- (c) duly and properly clean, wash, repair and maintain and (when required replace) subject to the prior written approval of the Corporation as to the type and specifications for any window, door, sliding glass door, garage door, screen door, mailbox or air-conditioning equipment):
 - (i) the interior of the Building on the Unit and all improvements and additions thereto including all Improvements and Betterments and all improvements to the basements of the Buildings and the concrete garage floor;
 - (ii) all windows of the Building on the Unit (which includes sliding glass doors, all glazing, window frames, jambs, window assembly components and hardware, window screens, sashes and window casing). The Corporation shall paint the exterior window trim;
 - (iii) the doors of the Building on the Unit, all garage doors (INCLUDING tracks and openers) and screen doors and the interior surface of access doors including the door frames, the door assembly components and hardware relating to such doors and door casing, trim

or mouldings but excluding the painting of the exterior door trim, the painting of exterior surface finishing of Building access doors and the painting of the exterior surface finishing of garage doors which shall be done by the Corporation;

- (iv) the furnace, hot water tank and all thermostats located within the Building;
 - (v) the mailbox, mailbox key, house numbers and the doorbell buttons;
 - (vi) all light fixtures and bulbs therein attached to the exterior of the Building. An Owner shall also maintain all motion detector lights on a Unit;
 - (vii) the gas fireplace and exhaust therefor;
 - (viii) any central or interior air-conditioning equipment installed by the Owner with the written consent of the Board that provides cooled air to the Building. No other type of air-conditioners will be approved;
 - (ix) any planter adjacent to a Building planted by an Owner after receiving the written consent of the Board;
 - (x) all utility lines in, on or under his Unit to his property line. An owner shall repair and maintain all heating, ventilating, plumbing, mechanical, communication, electrical, natural gas systems and services to and within the Building on the Unit; and
 - (xi) all insulation in the Building on his Unit;
- (d) keep his Unit in a state of good repair, EXCLUDING:
- (i) the painting of the exterior surface or finishing of the outside of any access doors;
 - (ii) all other outer boundaries, structure, walls and other outside surfaces and roofs and eavestroughs;
 - (iii) all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit; and
 - (iv) such other maintenance, repairs and damages for which the Corporation is responsible pursuant to these Bylaws;
- (e) maintain and keep in a neat, clean and tidy state and appearance consistently with and in total integrity with the balance of the Project, the Unit and all Buildings, improvements and additions thereon and if an Owner shall not maintain the Unit to a standard similar to that of the remaining Project, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply. An Owner shall wash the exterior surfaces of the Building on their Unit as needed from time to time;

- (f) not make any repairs, additions or alterations to the Common Property, the Managed Property, the exterior of the Building (INCLUDING interior and exterior load bearing and partition walls) or to the common plumbing, common mechanical or common electrical systems within the Building or the Unit or the improvements thereon without first obtaining the written consent of the Corporation;
- (g) use and enjoy the Unit and the Common Property in accordance with these Bylaws and all rules and Regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (h) not use the Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;
- (i) not do any act or permit any act to be done or alter or permit to be altered, the Unit (or any Buildings thereon) in any manner whatsoever, or which will alter either of the appearance or grade of the Unit or of any other units or the appearance of any Building thereon. No Owner shall plant or cut down any trees or shrubs on a Unit without prior written consent of the Board;
- (j) not do or permit anything to be done that may cause damage to or will alter the appearance of any of the Managed Property or the Common Property (INCLUDING any area to which the Owner has been granted exclusive use) without first obtaining the written consent of the Corporation;
- (k) notify the Corporation through its Board in writing upon any change of Ownership or of any mortgage, lease or other dealing in connection with the Unit;
- (l) comply strictly with these Bylaws and with such rules and Regulations as may be adopted pursuant thereto from time to time and cause all occupiers of and visitors to the Unit to similarly comply;
- (m) pay to the Corporation (or, if requested to the Manager) when due all contributions levied or assessed against the Unit and all other amounts due from him to the Corporation under these Bylaws, together with interest on any arrears thereof at the Interest Rate calculated from the due date until paid, and the Corporation is hereby permitted to charge such interest in accordance with Sections 39 and 40 of the Act and Section 76 of the Regulation;
- (n) pay to the Corporation all legal expenses incurred as a result of having to take proceedings to collect any Common Expenses levied or assessed against his Unit and all other amounts due from him to the Corporation under these Bylaws, and such expenses shall be paid on solicitor and his own client full indemnification basis;

- (o) indemnify the Corporation for damage to or the cost of repairing or replacing damage to any part of the building, Common Property, Managed Property or any Unit caused or aggravated by such Owner, his Occupants or invitees, or by any default under these Bylaws by such Owners, his Occupants or invitees (but only up to the amount of the insurance deductible of the Corporation on insured losses, regardless of whether an insurance claim is made by the Corporation or not);
- (p) if he wishes the Corporation to respond to his requests, suggestions, questions or complaints, express them in writing sent by electronic mail or placed in an envelope delivered to a Board Member or to any request, suggestion, complaint or question that is not in writing and properly submitted to the Manager;
- (q) deposit with the Corporation, if requested, twelve (12) duly executed, post-dated cheques or monthly bank debit authorization for duly assessed condominium contributions for the appropriate forthcoming and remaining budgetary term;
- (r) pay to the Corporation on demand any bank charges or Corporation charges for any late or "NSF" cheque written by such Owner; and
- (s) not unreasonably interfere with the lawful activities of the Board or the Corporation.

III. THE CORPORATION

4. DUTIES OF THE CORPORATION

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

- (a) control, manage, maintain, repair, replace and administer the Common Property (except as hereinbefore and hereinafter set forth), the Managed Property, and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire Project;
- (b) enforce any easement or similar agreement in which it is named a party and take all steps it deems necessary to uphold the restrictions and to manage, maintain and administer the said agreements and do all things required of it by the Act, these Bylaws and any other rules and Regulations in force from time to time and shall take all steps it deems necessary to uphold and enforce these Bylaws and the Restrictive Covenant or any registered encumbrance;
- (c) maintain and repair (INCLUDING renewal where reasonably necessary) all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel outside the Unit boundaries or on the Common Property, excluding Managed Property. An Owner shall be responsible to repair and maintain utilities inside the property line of each Unit. The Corporation shall repair and maintain utilities outside such property line;

- (d) provide and maintain in force all such insurance as is required by the Act and by the provisions of these Bylaws and enter into any insurance trust agreements from time to time as required by any Insurance Trustee and approved by the Board and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee, a copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof;
- (e) maintain, repair and replace (subject to any obligations imposed by the Bylaws or by the Corporation upon any Owners to care for and maintain any part of the Common Property or a Unit):
 - (i) the exterior or outside surfaces of the Buildings including basement concrete foundations, roofing materials, eaves troughs, exterior drains and exterior beams and trim of the Building (EXCLUDING windows and doors and the concrete garage floor to the extent the Owner is required to repair and maintain under Bylaw 3(c);
 - (ii) the exterior caulking and repair of any leakage around windows;
 - (iii) all other outside accoutrements affecting the appearance, usability, value or safety of the Parcel or the Buildings and the Common Property including the structural maintenance of any area outside the Building;
 - (iv) all landscaping, common and front sidewalks and front steps, decks, patios, individual driveways and the common roadway;
 - (v) the exterior dryer vents;
 - (vi) all fences and related posts;
 - (vii) any retaining walls in the Project;
 - (viii) all common utility services outside the units and on Common Property, including any underground sprinkler system. An Owner shall repair and maintain all utility lines on or under his Unit up to his property line (EXCLUDING the common underground sprinkler system);
- (f) collect or cause to be collected and receive or cause to be received all contributions towards the Common Expenses and deposit same in a separate account, in the Province of Alberta, with a chartered bank or trust company or Province of Alberta Treasury Branch or credit union incorporated under the *Credit Union Act*, R.S.A. 2000, c. C-32, within the times required by the Act;
- (g) subject always to and in accordance with the Act and any Regulation:
 - (i) establish and maintain a Capital Replacement Reserve Fund from contributions for Common Expenses levied by the Corporation in amounts determined by the Board to be fair and prudent. It shall be

used (and reasonably expected to provide sufficient funds) to pay for major repairs and replacements of:

- A) any portions of the units for which the Corporation is responsible;
- B) any real and personal property owned by the Corporation;
- C) Managed Property; and
- D) the Common Property;

where the repair or replacement is of a nature that does not occur annually;

- (ii) maintain such funds in separate trust accounts registered in the name of the Corporation and they shall not be commingled with any other funds of the Corporation or any other condominium corporation;
- (iii) not take funds from the Capital Replacement Reserve Fund for the purposes of making capital improvements 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;
- (iv) prepare an annual report for each fiscal year respecting the Capital Replacement Reserve Fund, setting out at least the following:
 - A) the amount of the reserve fund as of the last day of the immediately preceding fiscal year;
 - B) all the payments made into and out of the reserve fund for that year and the sources and uses of those payments; and
 - C) a list of the depreciating property that was repaired or replaced during that year and the costs incurred in respect of the repair or replacement of that property;
- (v) supply a copy of the approved Capital Replacement Reserve Fund plan to each Owner prior to the collection of any funds for the purpose of those matters dealt with in the reserve fund report;
- (vi) no later than five (5) years from the day that the most recent Capital Replacement Reserve Fund plan was approved, carry out a new reserve fund study, prepare a new reserve fund report, approve a new reserve fund plan, and provide a copy of the newly approved plan to each Owner prior to the collection of any further funds for the purposes of the reserve fund;
- (vii) within ten (10) days, of receipt of a written request from an Owner, purchaser or mortgagee of a Unit, provide to the person making the

request at his own expense, a copy of the most recent reserve fund report, reserve fund plan or annual report;

- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as the Board may deem justifiable in the management or administration of the entire Project;
- (i) clear snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property, including any outside parking area, any area designated for vehicular or pedestrian traffic and keep and maintain and repair (INCLUDING renewal where reasonably necessary) all grassed and landscaped areas, including the mowing of grass on Managed Property which is accessible by power equipment and exterior lighting of the Common Property; PROVIDED THAT the general cleaning and maintenance of any area designated to an Owner under Bylaw 58 shall be the prime responsibility of the Owner to whom such privacy area has been assigned;
- (j) arrange for regular pick up of garbage and/or recycling and/or organic materials placed by each Owner at the end of their driveway on pickup days if such pick up is not done by the Municipality;
- (k) at all times keep and maintain for the benefit of the Corporation and all Owners copies of all warranties, guarantees, drawings and specifications, plans, written agreements, certificates and approvals provided to the Corporation pursuant to Section 46 of the Act;
- (l) not plant any trees or substantial landscaping or make any unauthorized grade changes within any lands which are the subject of an easement or similar grant to any utility company, municipality or local authority;
- (m) establish and maintain lawns, trees and shrubs and other landscaping on the Managed Property and the Common Property and any other property, if any, adjacent to the Parcel and replace, in the discretion of the Board, any lawns, trees or shrubs except where damage was caused by an Owner through negligence or otherwise, in which case, the Owner shall be responsible to pay for the replacement; and
- (n) repair, replace and maintain party walls separating Units. If the Owner is responsible for the reason or cause for such repair, replacement or maintenance, or the reason or cause for such repair, replacement or maintenance originated from the Owner's Unit, the cost of such repair, replacement or maintenance (or up to the amount of the insurance deductible when it is an insured loss and regardless of whether an insurance claim is made or not) may be charged back to the responsible Owner.

5. POWERS OF THE CORPORATION

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

TURNBURY AT CRYSTAL SHORES

- (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, Managed 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) generally assign, designate or grant to an Owner the right to exclusive use, enjoyment or special privileges in respect of that part of the Common Property adjoining or related to such Owner's Unit for such consideration and on such terms and conditions as it deems requisite, any such grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves and the Corporation may delegate its responsibility to care for and maintain that area or those areas to that Owner;
- (g) make such rules and Regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Managed Property and the Common Property and do all things reasonably necessary for the enforcement of these Bylaws and for the control, management and administration of the Common Property and Managed Property generally including the commencement of an action under Section 36 and/or Section 67 of the Act and all subsequent proceedings relating thereto;
- (h) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (i) raise the amounts of money so determined by levying contributions on the Owners equally or as set forth herein;
- (j) charge interest under Sections 39 and 40 of the Act and Section 76 of the Regulation on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;

- (k) pay an annual honorarium, stipend or salary to members of the Board in the manner and in the amounts as may be from time to time determined by Ordinary Resolution at a General Meeting;
- (l) provide and maintain a fund to pay expenses not properly chargeable to the Capital Replacement Reserve Fund or every day maintenance expenses. The fund shall be called a betterment fund and shall be used to cover the cost of unexpected or abnormal repair or expense not budgeted or not covered by the operating budget or the Capital Replacement Reserve Fund;
- (m) join any organization serving the interests of the Corporation and assess the membership fee in such organization as part of the Common Expenses;
- (n) do all things which are, either or both, incidental or conducive to the exercise of its powers granted under the Act and the Bylaws;
- (o) subject to any limitations and prohibitions contained in the Act, these Bylaws or otherwise by law, have such powers and do all such things which any corporate body shall be empowered and authorized to do under the *Business Corporations Act*, R.S.A. 2000, c. B-9 (as amended from time to time) and do all things and have such rights, powers and privileges of a natural person;
- (p) levy reasonable penalties by way of monetary sanctions, or commence such other proceedings as may be available, for the contravention of any Bylaw including, but not limited to, the right of the Corporation to obtain an order of the Court restricting or prohibiting the occupancy of a Unit by an Owner.

IV. BOARD MEETINGS

6. THE CORPORATION AND THE BOARD

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

7. COMPOSITION OF THE BOARD

The composition of the Board shall provide that:

- (a) The Board shall consist of not fewer than three (3) nor more than seven (7) Owners, Spouses of the Owners, representatives of corporate Owners, or representatives of mortgagees, who have notified their interests to the Corporation. The number of members of the Board for the next ensuing year shall be fixed by resolution at the annual General Meeting just prior to the election of the Board.
- (b) A Board member must be eighteen (18) years of age or older.
- (c) Only one (1) Owner or his/her Spouse in respect of a Unit may sit on the Board at any point in time.

- (d) Any member of the Board shall make full disclosure of any potential conflict of interest and any direct or indirect relationships he or she may have with the Corporation either contractual, financial or employment related, not be present for the discussion and refrain from voting on such matter of conflict.
- (e) Every member of the Board shall:
 - (i) exercise the powers and discharge the duties of the office of member of the Board honestly and in good faith with a view to the best interests of the Corporation;
 - (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (f) No Owner who is indebted to the Corporation for a contribution, assessment or levy that is more than sixty (60) days overdue shall be eligible for election to or membership on the Board.

8. TERM OF OFFICE AND RETIREMENT FROM BOARD

Each Board member shall be elected for a one (1) year term, which expires at the next annual General Meeting. At each annual General Meeting of the Corporation all the members of the Board shall retire from office and the Corporation shall elect new Board members accordingly.

9. ELIGIBILITY FOR RE-ELECTION TO BOARD

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

10. REMOVAL FROM BOARD

The Corporation may, by Ordinary Resolution at a special General Meeting, remove any member of the Board before the expiration of his term of office and appoint another Owner in his place, to hold office until the next annual General Meeting.

11. CASUAL VACANCY ON BOARD

Where a vacancy occurs on the Board under Bylaw 20, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to Bylaw 7. Such appointed member shall have the same rights and responsibilities as duly elected Board members.

12. QUORUM FOR BOARD

A quorum of the Board is a majority of Board 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. If at any time during a meeting the quorum requirement is absent, no business of the Board shall be conducted except for procedural actions which consists of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

13. OFFICERS OF THE CORPORATION

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

14. CHAIRMAN OF BOARD MEETINGS

The President shall act as chairman of every meeting of the Board where he is present. Where the President is absent from any meeting of the Board or vacates the chair during the course of any meeting, the Vice-President shall act as the Chairman and shall have all the duties and powers of the Chairman while so acting. In the absence of both the President and the Vice-President the members present shall from among themselves appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting. Each meeting of the Board shall be held within the Municipality unless the Owners agree by Ordinary Resolution, to hold the meeting in another location. Unless otherwise determined by the Board, meetings of the Board shall be restricted to Board members and invitees of the Board.

15. DUTIES OF OFFICERS

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

16. VOTES OF BOARD

Voting by Board members shall be governed as follows:

- (a) At meetings of the Board all matters shall be determined by simple majority vote.
- (b) A resolution of the Board in writing signed by a majority of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.
- (c) A Board meeting may be held by electronic means including web, video or teleconference. An interim resolution of the Board passed by electronic means (or by e-mail) and approved by a majority vote shall have the same effect as a resolution passed at a meeting of the Board duly convened and held, and shall be documented into the minutes at the next scheduled meeting of the Board.
- (d) Where a Board member has a material interest in any agreements or transactions to which the Corporation is to become a party, he must disclose his interest, not be present for the discussion and refrain from voting on such agreement or transaction and shall not be counted when

determining whether a quorum exists when a vote or other action is taken on the matter of conflict, in accordance with Section 28(3) of the Act.

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

17. FURTHER POWERS OF BOARD

The Board MAY:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member of the Board gives to the other members of the Board not less than three (3) days' notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and Managed Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any valid restriction imposed or direction given at a General Meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional condominium Manager or agent for such purposes (INCLUDING, but not so as to limit the generality of the foregoing, the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good, timely and sufficient fashion. Under such contract, if a Manager holds funds for the Corporation and is a sole signing authority for the Corporation, the contract shall require the Manager to arrange or maintain crime coverage insurance to protect the Corporation or a fidelity bond owned by, paid for by and in the name of the Corporation and for the benefit of the Corporation, and such crime coverage insurance or bond shall be in an amount required by the Corporation but in any event not less than:
 - (i) the total amount of any Capital Replacement Reserve Funds in the hands of or controlled by the Manager;
 - (ii) one month's total condominium contributions of the Corporation or one-twelfth ($\frac{1}{12}$) of the total annual condominium contributions for all units in the Project (EXCLUDING any special contributions) whichever is greater; and

- (iii) a sum representing the average monthly amount of cash in the control of the Manager;
- (e) enter into an insurance trust agreement in form and on terms as required by any Insurance Trustee; and
- (f) set and charge for and on behalf of the Corporation reasonable fees to compensate the Corporation for expenses it incurs in producing and providing any documents or copies required to be issued by it under the Act or pursuant to these Bylaws.

18. ADDITIONAL DUTIES OF THE BOARD

The Board SHALL:

- (a) subject to any valid restrictions imposed or directions given at a General Meeting of the Owners, carry on the day to day business and affairs of the Corporation;
- (b) keep minutes of its proceedings and provide approved copies in electronic format, at no cost, or in print format at a cost by request through the Manager;
- (c) keep minutes of General Meetings of the Owners and, upon written request at the expense of the person requesting, provide copies thereof to Owners and to mortgagees who have notified their interests to the Corporation;
- (d) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (e) prepare, or cause to be prepared, proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual General Meeting;
- (f) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (g) on written application of an Owner or mortgagee, or any person authorized in writing by an Owner, make the books of account available for inspection at a time convenient to a Board member or the Manager;
- (h) at least once a year, cause the books and accounts of the Corporation to be audited or reviewed by an independent Chartered Professional Accountant, to be selected at each annual General Meeting of the Corporation and cause to be prepared and distributed to each Owner and to each mortgagee who has, in writing, notified its interest to the Corporation, a copy of the audited or reviewed Financial Statement or Notice to Reader Report of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Auditor's Report or Notice to Reader within one hundred twenty (120) days of the end of the fiscal year of the Corporation. The report of the auditor or reviewer shall be submitted to

each annual General Meeting of the Corporation. Any obligations under this paragraph may be waived upon the passing of an Ordinary Resolution to that effect;

- (i) keep a register noting the names and addresses of all Owners and any mortgagees who have given notice of their interests to the Corporation;
- (j) at all times, keep and maintain in force, all insurance required hereunder and by the Act to be maintained by the Corporation;
- (k) promptly following any change of directors, 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; and
- (m) file or cause to be filed at the Canada Revenue Agency office a statement of GST, if required, a corporate tax return and an annual non-profit information return for the Corporation.

19. DEFECTS IN ELECTION OR APPOINTMENT TO BOARD

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

20. VACATING OFFICE OF BOARD MEMBER

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

- (a) resigns his office by notice in writing to the Corporation;
- (b) dies;
- (c) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner;
- (d) is more than sixty (60) days in default of a judgment by a court of any money owing to the Corporation;
- (e) becomes bankrupt as defined in the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985 c. B-3;
- (f) is or becomes a represented adult as defined in the *Adult Guardianship and Trusteeship Act*, S.A. 2008, c. A-4.2, or is the subject of a Certificate of Incapacity that is in effect under the *Public Trustee Act*, S.A. 2004, c. P-44.1;
- (g) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years;

- (h) attends any Board meeting while intoxicated by alcohol or incapacitated by drugs or other substances;
- (i) is absent from meetings of the Board for a continuous period of two (2) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at the next subsequent meeting of the Board that his office be vacated;
- (j) ceases to qualify for membership pursuant to Bylaw 7;
- (k) or company, in the case of a company which is a member of the Board, is in arrears as set forth in subparagraph (c) above, becomes bankrupt or makes 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;
- (l) is refused bonding, at a reasonable premium, by a recognized bonding institution;
- (m) violates or defaults under any Bylaw and has failed to remedy such violation or default after ten (10) days' notice to do so from the Board, or such longer date as may be specified in said notice; or
- (n) or his Spouse, commences any legal proceedings against the Board or the Corporation.

21. SIGNING AUTHORITIES

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

22. CORPORATE SEAL

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

V. OWNERS' MEETINGS

23. ANNUAL GENERAL MEETINGS

Not more than fifteen (15) months shall elapse between the date of one annual General Meeting and that of the next. Each such meeting shall be held within the Municipality unless the Owners agree, by Ordinary Resolution, to hold the meeting in another location.

24. SPECIAL GENERAL MEETINGS

All General Meetings other than annual General Meetings shall be called special General Meetings.

25. CONVENING SPECIAL GENERAL MEETINGS

The Board may whenever it thinks fit and shall upon a requisition in writing:

- (a) by Owners entitled to vote representing not less than fifteen (15%) percent of the total Unit Factors for all the Units;
- (b) from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against units in respect of which corresponding Unit Factors represent not less than fifteen (15%) percent of the total Unit Factors; or
- (c) from a combination of such Owners or mortgagees entitled to vote with respect to fifteen (15%) percent of the total Unit Factors;

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

26. NOTICE OF GENERAL MEETINGS

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

27. PROCEEDINGS AT GENERAL MEETINGS

Proceedings at General Meetings shall include that:

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

- (d) all General Meetings of the Corporation shall be conducted in accordance with the rules of procedure adopted by the Board; and
- (e) if at any time during a General Meeting the quorum requirement is absent, no business of the meeting shall be conducted except for procedural actions which consist of fixing a time to adjourn, adjournment or recess, or the taking of steps to obtain a quorum.

28. QUORUM FOR GENERAL MEETINGS

Except as otherwise provided in these Bylaws, no business shall be transacted at any General Meeting unless a quorum of persons with a right to vote is present at the time when the meeting proceeds to business. Persons representing not less than twenty-five percent (25%) of all Units present in person or by proxy shall constitute a quorum. A Unit may be represented by any one Owner or proxy.

29. ADJOURNMENT FOR LACK OF QUORUM

If within ten (10) minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall stand adjourned for fifteen (15) minutes to allow further Owners to attend on the same day, at the same place and if at the adjourned meeting a quorum is not present within five (5) minutes from the time appointed for the meeting, the persons entitled to vote who are present shall constitute a quorum. If within fifteen (15) minutes from the time appointed for a special General Meeting a quorum is not present, the meeting shall be at an end and no business shall be transacted.

30. CHAIRMAN FOR GENERAL MEETINGS

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

31. ORDER OF BUSINESS FOR GENERAL MEETINGS

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

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

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

VI. VOTING

32. VOTING BY SHOW OF HANDS

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

33. POLL VOTES

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

34. VOTING CALCULATION

Voting calculation shall be as follows:

- (a) On a show of hands, each Unit is entitled to one vote.
- (b) On a poll, the votes of persons entitled to vote for such Unit shall correspond with the number of Unit Factors for the respective Units owned by or mortgaged to them.
- (c) Notwithstanding anything to the contrary herein contained, the Chairman, if he determines such procedure is prudent, may hold a vote by secret ballot in regard to election to the Board.
- (d) An Owner has the right to vote with respect to each Unit owned and where required, the right to vote the Unit Factors for each Unit owned.

35. VOTES PERSONALLY OR BY PROXY

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

36. PROXIES

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

37. ELIGIBILITY TO VOTE

An Owner is not entitled to exercise the power of voting conferred on the Owner by the Act or the Regulation where any contribution payable in respect of his Unit or any other obligation owing to the Corporation in respect of the Owner's Unit or Common Property is in arrears for more than sixty (60) days prior to the day that the power of voting may be exercised but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to Bylaw 28.

38. VOTE BY CO-OWNER

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

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

39. RESOLUTION OF THE OWNERS

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

40. SUCCESSIVE INTERESTS

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

41. TRUSTEE VOTE

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

42. VOTING RIGHTS OF MORTGAGEE

Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or

these Bylaws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of its mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote. A mortgagee is not entitled to vote if any contribution payable in respect of the Owner's Unit or any judgment by a court for any money owing to the Corporation by an Owner is in arrears for more than sixty (60) days prior to the date that the power of voting may be exercised.

VII. BYLAW ENFORCEMENT

43. VIOLATION OF BYLAWS

Where there is a violation of these Bylaws:

- (a) Any infraction or violation of or default under these Bylaws or any rules and Regulations established pursuant to these Bylaws on the part of an Owner, his servants, agents, licensees, invitees or Tenants that has not been corrected, remedied or cured within ten (10) days of having received written notification from the Corporation to do so (where time to remedy or cure is appropriate) may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation including legal costs as on a solicitor and his own client full indemnification basis, 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 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 any infraction or violation of the Bylaws or any rules or regulations established pursuant to these Bylaws by the Owner, his servants, agents, licensees, invitees or tenants 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 legal costs on a solicitor and his own client full indemnification basis. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies.
- (c) If the Board determines that a breach of any Bylaw has occurred, it may, by resolution, cause a notice to be delivered to the owner alleged to be in breach specifying the nature and the particulars of the breach, and specifying a reasonable time in which the breach is to be rectified where a reasonable time to rectify is appropriate. If that is the case, 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 One Hundred (\$100.00) 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, or immediately, when appropriate. The notice alleging the breach shall also specify the non-monetary or monetary sanction levied, or to be levied, if the breach is not rectified. If a tenant of an owner is alleged to be in breach, the notice shall also be served on the tenant and it shall specify whether the owner, the tenant, or both are liable for payment of the monetary sanction. Each day of a continuing breach shall be deemed a contravention of a Bylaw.

- (d) Where a person fails to abide by a non-monetary sanction or to pay to the Corporation a monetary sanction imposed hereunder, the Corporation may proceed under Section 36 of the Act to enforce the sanction.
- (e) A sanction may not be imposed that has the effect of prohibiting or restricting the devolution of units or any transfer, lease, mortgage or other dealing with the units or of destroying or modifying any easement implied or created by the Act.
- (f) Any member of the Board or employee of the Corporation who observes that an Owner or his agents, licensees or invitees are violating the provisions of Bylaw 62(b)(xviii) or Bylaw 62(b)(xix) may contact the Municipal Parking Authority requesting that any vehicle parked or left on the Common Property in violation of the said Bylaw may be ticketed or removed therefrom and be impounded in a pound maintained for that purpose. The Owner will be responsible for all costs including towing charges and recovery of the impounded vehicle. The Corporation will not be responsible for any damage caused to the violator's vehicle by such towing, or to such vehicle while on the Common Property or Managed Property or at any time while the infraction is being remedied. The violator is also responsible for all costs and damage caused to the Common Property by such violation.

44. ARBITRATION AND MEDIATION

Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*, R.S.A. 2000, c. A-43.

VIII. DAMAGE AND INSURANCE

45. DAMAGE OR DESTRUCTION

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

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within sixty (60) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of twenty five (25%) percent or more of the replacement value of all Buildings on the units, Managed Property and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been

substantial damage the Board shall convene a special General Meeting to advise Owners that substantial damage has occurred. At least fourteen (14) days' notice of such meeting must be given to all Owners and mortgagees who have given notice.

- (b) Unless there has been substantial damage and the Owners resolve by Special Resolution not to proceed with repair or restoration within one hundred and twenty (120) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Owners for such deficiency as part of the Common Expenses. Cost of repair and restoration within the deductible of any insurance coverage shall constitute a Common Expense, unless otherwise charged to an Owner under Bylaw 46.
- (c) Where there has been substantial damage and the Owners resolve by Special Resolution within one hundred and twenty (120) days after the damage or destruction not to repair, the Board may, 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, and the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel in accordance with the terms of any insurance trust agreement in effect.
- (d) The Corporation is not responsible for any damage or loss whatsoever caused by or to any property or contents of any nature or kind in or upon any Unit or Building or in or upon any part of the Common Property designated for the exclusive use of any Owner.
- (e) No Owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the Owner arising from any defect or want of repair of the Common Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these Bylaws, whichever is the greater.
- (f) Where the Corporation is required to enter a Unit or a Building for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit or Building, and capable of being used in connection with the enjoyment of any other Unit, Building or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and

workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit or Building to its former condition, leaving the Unit and Building clean and free from debris.

- (g) Notwithstanding anything to the contrary herein expressed or implied:
- (i) Each Owner shall be responsible to pay for damage caused to any Unit, all items in any Unit or Building, or the Common Property by:
- A) himself;
 - B) members of his family;
 - C) his tenants or members of their families;
 - D) his invitees, contractors or licensees; or
 - E) his pets;

that are not required by these Bylaws to be insured against by the Corporation (or are in fact insured against by the Corporation, whether required or not, but only up to the amount of the insurance deductible on an insured loss).

- (ii) The Corporation shall repair such damage to the Unit (for which the Corporation is responsible to repair) or Common Property, or Managed Property in a manner satisfactory to the Board or its representative. The Owner affected agrees to and shall reimburse the Corporation for all monies expended for labour, materials, normal overhead and profit, and all costs incurred in collection in respect of the doing of such repairs. The Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such monies for the Corporation together with interest thereon, as herein provided, for overdue assessments. Such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

46. INSURANCE

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

- (a) The Board, on behalf of the Corporation, shall obtain and maintain, subject always to the Act, and in particular, Section 47 of the Act and Part 6 of the Regulation, to the extent available, the following insurance:
- (i) Fire insurance with extended coverage endorsement for such perils as set forth in the Act and its Regulation (the perils insured against shall be "all risks" as that term is generally understood, in the insurance business, of physical loss or damage) insuring:
- A) all of the insurable Common Property;

- B) all insurable property of the Corporation, both real and personal of any nature whatsoever;
- C) all of the units, including all Buildings (BUT EXCLUDING all Improvements and Betterments made to Buildings and excluding all furnishings and other personal property of each Owner whether or not installed in the Building or Unit);

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

- D) the interests of, and naming as, insureds;
 - 1) all Owners from time to time;
 - 2) all mortgagees who have given written notice of their interests to the Corporation;
 - 3) the Corporation; and
 - 4) the Board of Directors and any person referred to in Bylaw 17 hereof;

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

- (ii) Public liability insurance insuring the Insureds against any liability to the public and/or to the Owners and their invitees, licensees or Tenants, incidental to the Ownership and/or use of the Common Property and such insurance shall be limited to liability in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and/or property damage per occurrence;
- (iii) Directors and Officers liability insurance, including errors and omissions coverage, in such amounts and with such deductibles as the Board may determine, insuring the Board and every member thereof from time to time and all employees of the Corporation from and against all loss, costs, and expenses, including counsel fees, reasonably incurred by the Owner in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member or officer of the Board.
- (iv) Liability insurance for the Corporation arising out of a breach of duty as the occupier of the Common Property and Managed Property;
- (v) Liability insurance for the Corporation arising out of the Ownership, use or operation of any machinery, equipment, and vehicles; and
- (vi) Such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by Special Resolution;

For the purposes of any insurance obtained and maintained by the Corporation pursuant to this Bylaw 46 or pursuant to the Act, it is reasonable in the circumstances of this Corporation for that insurance coverage to contain, among other limitations, exceptions, exclusions or restrictions, a deductible in an amount agreed to by the Board and the insurer.

EACH OWNER IS RESPONSIBLE TO INSURE ANY IMPROVEMENTS AND BETTERMENTS TO HIS BUILDING OR UNIT.

- (b) Each and every said policy of insurance shall name the Insureds and shall, as available and where applicable, provide:
 - (i) that the policy may not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all Insureds;
 - (ii) that in no event shall insurance coverage be brought into contribution with insurance purchased by any Owner or mortgagee and such Corporation insurance shall be deemed as primary insurance;
 - (iii) standard mortgage endorsements (IBC 3000 or its equivalent) attached to each such policy;
 - (iv) a waiver by the insurer of its rights of subrogation against the Corporation, its Manager, agents, employees and servants, and the Owners and any member of the household of any Owner, except for arson, fraud and vehicle impact;
 - (v) all insurance coverage dealt with in this Bylaw may be subject to any reasonable deductible that is imposed or otherwise requested by the insurer;
 - (vi) that the Corporation or the Insurance Trustee (as the case may be) shall have the right, at its sole option, to obtain a cash settlement in the event of substantial damage to the property insured and a waiver of the insurer's option to repair, rebuild or replace in the event, that after damage, the status of the condominium is terminated;
 - (vii) the policy shall be written on a stated amount basis; and
 - (viii) a cross liability endorsement wherein the rights of any Insured shall not be prejudiced with respect to another Insured and the insurance indemnifies each insured as if a separate policy had been issued to each Insured.
- (c) Annually, the Board shall obtain an appraisal or appraisal update from a duly qualified appraiser setting out the full replacement cost of the Common Property, units, Buildings and all of the property of the Corporation. Upon request, a copy of such appraisal or appraisal update shall be delivered to each mortgagee who has given written notice of its mortgage to the Corporation. The Board shall forthwith obtain insurance coverage under any and all such policies of insurance in accordance with such appraisal or appraisal update to insure the full replacement value as set forth in such appraisal or appraisal update. In addition to such

insurance coverage for the replacement value of the Common Property, units, Buildings and any other property of the Corporation, the Board shall review and adjust the level of insurance coverage for other risks (INCLUDING liability) to such amounts and levels required.

- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be provided by the Board, or by the Manager on its behalf, as soon as practicable to each of the Insureds upon written request therefor. A copy of each such policy shall be forwarded upon request to each mortgagee who has in writing notified the Board of its interest. Further, a renewal certificate or memorandum of new insurance policies shall be furnished to each Insured upon request. The original policies of all insurance coverage shall be retained by the Corporation in its offices, and shall be available for inspection by any and all of the Insureds upon reasonable request.
- (e) Notwithstanding anything aforesaid, and subject to the terms of any Insurance Trust Agreement, all proceeds of insurance on loss or claim shall be paid to the Insurance Trustee (if any), or the Corporation, and exclusive authority to adjust losses and settle proceeds under all insurance policies shall be vested in the Board, its authorized representative, or the Insurance Trustee (if any) and any expenses of the Insurance Trustee shall be treated as Common Expenses of the Corporation.
- (f) Any insurance carried by the Owners on their own Units shall provide 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 rental revenue of Owners, interests of tenants against liability or other risks, or the interests of tenants or Owners for their Improvements and Betterments, belongings, contents or other property. The insuring of any Improvements and Betterments, rental revenue, belongings, contents or other property within a Unit or on any Privacy Area is the sole responsibility of the Owner, tenant or Occupant of the Unit and they shall not require the Corporation or the Board to repair any damage to any Improvements and Betterments, belongings, contents or other property within or to the Unit, however caused.
- (g) Regardless of whether a claim is made under any insurance policy of the Corporation, if the Board, in its sole discretion and acting reasonably, determines that:
 - (i) an Owner (or members of his family, his tenants or members of their families, his invitees, contractors or licensees) is responsible for the loss or damage that gave rise to the claim or potential claim; or
 - (ii) the loss or damage or the cause of the loss or damage that gave rise to the claim or potential claim originated from the Owner's Unit;

and the Corporation may recover the deductible portion of the claim (whether a claim is made or not) from that Owner. Such amount shall be recoverable by the Corporation as a contribution due to the Corporation, together with

interest thereon as herein provided, for the amount of the deductible and all costs, charges and liabilities associated therewith and with the collection thereof (including legal costs on a solicitor and his own client full indemnification basis) incurred by the Corporation, and such monies shall be a charge upon his Unit to the same extent as it would be if it were a contribution levied against the Unit.

IX. COMMON EXPENSES

47. CONTRIBUTIONS FOR COMMON EXPENSES AND BUDGETS

The particulars that govern the contributions for common expenses and budgets shall include that:

- (a) The Common Expenses of the Corporation shall be paid by the Unit Owners equally or as otherwise set forth herein and, without limiting the generality hereof, shall include the following:
 - (i) All levies or charges on account of any garbage and/or recycling and/or organic materials, removal, electricity, water, sewer, gas and fuel services and television antenna or cable services (if any) supplied to the Corporation for the Project and for the benefit of all Owners and not charged directly to any one Owner either by meter or otherwise;
 - (ii) Management fees and Insurance Trustee fees, (if any), wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
 - (iii) All charges for cleaning or sweeping of parking areas, Managed Property, lawn maintenance and landscaping and for snow and debris clearance from the Managed Property or Common Property;
 - (iv) All charges on account of lighting fixtures situated on the Managed Property or Common Property except the exterior light fixtures and bulbs on the Building and any motion detector lights;
 - (v) All charges on account of maintenance for any Unit owned by the Corporation, or those portions of a Unit, Buildings, Managed Property, or Common Property for which the Corporation is responsible under these Bylaws;
 - (vi) All costs of furnishings, tools and equipment for use in and about the Project facilities or amenities including the repair, maintenance or replacement thereof;
 - (vii) All insurance costs in respect of the insurance for which the Corporation is responsible under these Bylaws and/or the Act;
 - (viii) All charges incurred by the Corporation on account of maintenance, improvement, operation, repair, replacement or restoration of any Unit for which it is responsible or the Common Property or Managed Property, either in the absence of insurance coverage or within the

- deductible of insurance coverage, unless up to the insurance deductible amount is charged back to an Owner under Bylaw 45 or 46;
- (ix) All costs of and charges for all manner of consultation, professional and servicing assistance required by the Corporation including without limiting the generality of the foregoing all legal, accounting, auditing and engineering fees and disbursements;
 - (x) All reserves for repairs and replacement of Common Property and portions of units or Buildings the repair or replacement of which is the responsibility of the Corporation;
 - (xi) All costs of maintenance of the exterior walls, roof and other structural components of the Building;
 - (xii) The cost of maintaining fidelity bonds or crime coverage insurance as provided in these Bylaws;
 - (xiii) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
 - (xiv) The allocable or pro rata portion of the cost of any electricity taken from any exterior electrical outlet 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; and
 - (xv) Municipal taxes, levies or assessments on any Unit owned by the Corporation.
- (b) At least fifteen (15) days prior to the end of each fiscal year the Corporation shall deliver or mail to each Owner at the municipal address of the Unit or to such other address as notified to the Manager or Corporation:
- (i) a copy of the budget for the ensuing fiscal year; and
 - (ii) a notice of the assessment for the Owners' contribution toward the Common Expenses of the Corporation for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to the Unit Factors for their respective Units EXCEPT, in the sole discretion of the Board, acting reasonably:
 - A) any expenses which should be paid on a per Unit basis to be fair and equitable may be so charged; or
 - B) any expenses that relate directly and solely to the maintenance, improvement, operation, repair, replacement or restoration of all or part of the Common Property or Managed Property or of any one or more Units and not all the Units may be charged and shall be paid solely by the recipient Unit Owners of such maintenance, improvement, operation, repair, replacement or restoration, as the Board may determine.

- (c) The Board may assess against any Owner or Owners and their respective Units any expense, cost or charge as the Board may, from time to time, and at any time, resolve, provided that such manner of assessment shall be notified to the Owner or Owners being assessed and without limiting the generality of the foregoing, allocation and assessment of the whole of an expense, cost or charge to a single Owner or Unit or group of Owners or Units to the exclusion of other Owners or Units shall be permitted.
- (d) The budget shall be determined on a reasonable economic basis, be prepared in accordance with generally accepted accounting principles, and shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget may include a reasonable provision for contingencies and shall include a reasonable provisions for the Capital Replacement Reserve Fund.
- (e) The Capital Replacement Reserve Fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the Buildings, the Managed Property and the Common Property but is not intended to be used to cover annually recurring maintenance and repair costs which are to be set out and provided for in the annual budget.
- (f) Each Owner's contribution shall be payable to the Corporation, or to any other person, firm or corporation to whom the Corporation shall direct payment to be made from time to time, in twelve (12) equal consecutive monthly instalments, payable in advance on the first day of each month, the first instalment to be made on the 1st day of the month immediately following receipt of such notice of assessment, or such other time as may be prescribed by the Corporation.
- (g) All payments of whatsoever nature required to be made by each Owner and not paid within ten (10) days from the due date for payment shall bear interest at the Interest Rate from the date when due until paid. All payments on account shall first be applied to interest and then to the contribution payment first due.
- (h) The Corporation shall, on the application of an Owner, purchaser or mortgagee or the solicitor of an Owner, purchaser or mortgagee or any person authorized in writing by any of those persons, certify within ten (10) days:
 - (i) the amount of any contribution determined as the contribution of the Owner;
 - (ii) the manner in which the contribution is payable;
 - (iii) the extent to which the contribution has been paid by the Owner; and
 - (iv) the interest owing, if any, on any unpaid balance of a contribution;and, in favour of any person dealing with that Owner the certificate is conclusive proof of the matters certified therein.

- (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 Bylaws 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;
 - (ix) a statement setting forth the amount of the Capital Replacement Reserve Fund;
 - (x) a statement setting forth the Unit Factors and the criteria used to determine Unit Factor allocation;
 - (xi) 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; and
 - (xii) 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 Bylaws or release of the Owner or Owners from their obligation to pay the

contributions or special assessments, or any instalments thereof for any year or period, but the contributions fixed from time to time shall continue until new contributions are fixed. No Owner can exempt himself from liability for the contributions toward the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by vacating or abandoning the Unit.

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

48. SPECIAL ASSESSMENTS

If at any time it appears that the annual contributions towards the Common Expenses will be insufficient to meet the Corporation's obligations, 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 equally or in accordance with Bylaw 47(b)(ii) or Bylaw 47(c). Unless otherwise provided, all such special assessments shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

49. DEFAULT IN PAYMENT OF ASSESSMENTS, CONTRIBUTIONS, INSTALMENTS AND PAYMENTS

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

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner in a Unit for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution, assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time including the recovery by the Corporation of its legal fees and

disbursements on a solicitor and his own client full indemnification basis from such defaulting Owner;

- (b) The Owners acknowledge and agree that amounts payable other than in proportion to Unit Factors under Section 39 of the Act include, without limitation, legal fees on a solicitor and his own client full indemnification basis and administrative expenses and fees (including NSF charges) incurred by the Corporation in respect of recovery of unpaid contributions, assessments, instalments or payments due to the Corporation, and that they shall be deemed to be payable on a basis other than in proportion to the Unit Factors of the Owner's respective Unit pursuant to Section 39(1)(c)(ii) of the Act. The Owners acknowledge and agree that these expenses are incurred as a result of the failure of an Owner to pay contributions, assessments, special assessments, instalments or payments due to the Corporation and as a result, the Owner of the subject Unit shall be solely responsible to pay these expenses and they shall be charged to the Owner's Unit and shall be added to and become part of the contribution and assessment of such Owner when such costs or expenses are expended or incurred by the Corporation, and shall bear interest both before and after judgment at the Interest Rate until paid;
- (c) Any other Owner or person, firm, or corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or Corporation shall have a lien 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 the lien, thereby created, in accordance with the other terms and conditions of this Bylaw;
- (d) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- (e) The Owners specifically acknowledge and agree that in so far as liens, claims or charges for unpaid contributions, assessments, instalments or payments arise they shall specifically extend the statutory limitation periods as prescribed by law in the Province of Alberta, including, but not limited, to those prescribed under the Limitations Act, R.S.A. 2000, c. L-12, as amended or replaced from time to time, to a period of 10 years;
- (f) In the event of any contribution, assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, instalments and payments for the fiscal year then current upon notice to the Owner in arrears, and thereupon all such unpaid and accelerated monthly contributions, assessments, instalments and payments shall become payable on and as of the date of

the said notice, PROVIDED THAT such acceleration shall not be binding upon any registered mortgagee; and

- (g) All reasonable costs of the Manager, administration costs and legal costs and disbursements incurred by the Corporation (INCLUDING legal costs on a solicitor and his own client full indemnification basis) which either the Manager or the Corporation expends as a result of any conduct, act or omission of an Owner, the servants, agents, licensees, invitees or tenants of such Owner which violates these Bylaws or any rules or Regulations established pursuant thereto or incurred or in any way for securing or enforcing its interests hereunder or the taking of any remedies to cure any default hereunder shall constitute a payment due to the Corporation.

X. MISCELLANEOUS

50. ESTOPPEL CERTIFICATE

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

51. LEASING OF UNITS

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

- (a) In the event that any Owner desires to lease or rent the Unit or Building the Owner shall:
 - (i) give written notice to the Corporation of the Owner's intent to lease or rent the Unit, advise as to the amount of monthly rent to be charged for the Unit and provide the Corporation with the address at which the Owner may be served with any notice given by the Corporation; and
 - (ii) provide the tenant with a copy of the Bylaws, and provide to the Corporation an undertaking, in form satisfactory to the Corporation pursuant to Bylaw 62(e), signed by the proposed lessee or Occupant, that the proposed lessee or Occupant of the Unit will comply with the provisions of the Act and of the Bylaws of the Corporation. If requested by the Board, the tenant must provide to the Board a certificate of insurance evidencing existence of a tenant's insurance policy within twenty (20) days of occupancy. 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:

TURNBURY AT CRYSTAL SHORES

- (i) Impose and collect deposits under Section 53 of the Act. If any deposit is used in accordance with the Act or these Bylaws, the Owner shall replace that portion of the deposit used within ten (10) days of being notified, in writing, by the Board of its use;
 - (ii) Give notices to give up possession of residential units under Section 54 of the Act; and
 - (iii) Make applications to the Court under Sections 55 and 56 of the Act.
- (c) No Tenant shall be liable for the payment of contributions or assessments or Common Expenses under these Bylaws unless notified by the Corporation that the Owner from whom the Unit is rented 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.

52. SEVERABILITY

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

53. NOTICES

Unless otherwise expressly provided in these Bylaws, service of any notice required to be given under the Act or under these Bylaws shall be well and sufficiently given if:

- (a) personally delivered to the recipient;
- (b) sent by prepaid mail to:
 - (i) the Owner at the address of the Unit or other known address;
 - (ii) the address shown on the Certificate of Title to the Unit at Land Titles Office;
 - (iii) the Corporation at its address for service shown on the Condominium Plan; or
 - (iv) a mortgagee at its address supplied to the Corporation;
- (c) left with the Owner or some other adult person at the said address at the said address of the Unit;
- (d) put under or in the front door of the Unit;
- (e) put in the mailbox of the Unit; or
- (f) delivered by e-mail to the electronic address provided to the Corporation by an Owner.

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

54. NOTICE OF DEFAULT TO MORTGAGEES

Where a mortgagee has notified the Corporation of its interest, any notice of default sent to an Owner shall also be sent to the mortgagee, if such default continues for a period of ninety (90) days.

55. DEBT RETIREMENT ON TERMINATION

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

56. COMPANY WHICH IS MEMBER OF BOARD

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

57. ALTERNATE BOARD REPRESENTATIVE

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

58. PRIVACY AREAS AND PARKING AREAS

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

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

59. PROPERTY TAXES

The property taxes and other Municipal and governmental levies or assessments against land, including Buildings and improvements, comprising all or any part of the units and the Common Property comprising the Project shall be assessed and imposed in accordance with provisions of the Act.

60. INDEMNIFICATION OF OFFICERS AND MANAGERS

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

advantage or for any illegal act done or attempted in bad faith or dishonesty. All liability, loss, damage, costs and expenses incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as Common Expenses. The Corporation may by Ordinary Resolution, require that all members of the Board be bonded by a recognized bonding institution in an amount not less than the total amount of the Capital Replacement Reserve Fund of the Corporation, the cost of such bonding to constitute a common expense of the Corporation.

61. NON-PROFIT CORPORATION

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

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

62. USE AND OCCUPANCY RESTRICTIONS

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

- (a) In this Bylaw:
 - (i) "Occupant" means a person resident in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner for more than thirty (30) days in any calendar year; and
 - (ii) "Owner" includes a tenant
- (b) An Owner or Occupant SHALL NOT:
 - (i) use the Building, or any part thereof for:
 - A) any purpose which may be illegal or injurious to the reputation of the Project;
 - B) any commercial, professional or other business purpose;
 - C) hotel or guest house type purposes; or
 - D) any purpose involving the attendance of the public at such Unit;

unless such use is approved by the Board and constitutes an authorized, permitted or discretionary use or approved "minor home occupation" as defined in the relevant Municipal bylaw, provided such home occupation does not require deliveries, signage, storage of stock-in-trade, or public visits to the Unit;

- (ii) use a Unit to provide a day care centre or commercial baby-sitting services;
- (iii) make or permit noise within or about any Building or Unit or the Common Property or allow any odour including, but not limited to, cigarette smoke, to emanate or escape from his Unit or conduct himself in any manner which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or Occupant. No musical instrument, audio system, power tool or other device shall be used within a Building or Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- (iv) keep any animal, livestock or fowl of any kind, other than household animals and pets as are normally permitted in private homes in urban residential areas and then only if approved by the Board, which approval may, if given, be withdrawn anytime on reasonable grounds on fifteen (15) days' notice. Additionally:
 - A) no livestock, snakes, reptiles, arachnids or fowl will be approved;
 - B) no more than three (3) pets per Unit will be approved;
 - C) all dogs and cats must be hand leashed outside a Building and kept under control and in the custody of a responsible person at all times;
 - D) an Owner shall clean up any animal defecation immediately from either the Common Property or the Managed Property;
 - E) any Municipal bylaws in effect in the municipality in which the Parcel is located with respect to animals, livestock and fowl at any point in time shall have effect within the Managed Property and Common Property and municipal enforcement officers are hereby authorized to enforce the said Municipal bylaws in the Managed Property and Common Property;
 - F) an Owner agrees to pay to the Corporation the cost of any repairs or damage to the Common Property or Managed Property necessitated by and caused by an approved pet;
- (v) use or permit the use of the Building or Unit other than for a private residential use, except as may be permitted under relevant Municipal bylaw as per subparagraph (i) hereof;

- (vi) permit the Building or Unit to be occupied as a place of residence by more than six (6) persons at any given time without the prior written consent of the Board;
- (vii) do any act or permit any act to be done, or alter or permit to be altered the Building or Unit in any manner, which will alter the exterior appearance of the structure or the drainage pattern comprising the Owner's or any other Buildings or units without the prior written consent of the Board;
- (viii) permit laundry (including towels and bathing suits), rugs, blankets or sleeping bags to be hung other than inside the Building on the Unit;
- (ix) erect or place any Building, structure, improvement, fixture, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Unit or the Common Property without the prior written consent of the Board. No hot tubs are allowed anywhere on the Project;
- (x) permit, erect or hang over or form or cause to be erected or to remain outside any window or door or any other part of the Building, the Unit or on the Common Property, fences, barriers, partitions, awnings, extension cords, shades or screens or any other matter or thing without the prior written consent of the Board, which consent the Board may arbitrarily withhold or subsequently withdraw. In the event such consent is withheld or withdrawn, the Owner shall forthwith remove the item. No television, mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Unit except as authorized by the Board and then, only in accordance with the Regulations therefor which may be established by the Board. All satellite dishes and their installation must be approved by the Board in writing prior to installation;
- (xi) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials on the Unit or on the Common Property, normal cleaning products, related household goods, and barbeques on patios or decks excepted. No propane tanks shall be stored in garages or residential portion of a Building;
- (xii) do anything or permit anything to be done or bring or keep anything in the Unit, the Building, the Common Property or the Corporation property which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xiii) do anything or permit anything to be done by any Occupant in his Unit within the Building or Unit, or the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiv) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place devices or other objects on the lawns and grounds of the Common Property or the

Managed Property so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally. No ornamentation in the front or back of a Building is allowed without the prior written consent of the Board;

- (xv) deposit customary household refuse and garbage and/or recycling and/or organic materials outside the Building of the Unit other than in proper non-drip secure garbage bags tied tightly and placed in bins or recycling containers or outside at the bottom of his driveway on the day of or evening before garbage or recycling collection. All bulk waste items, such as discarded household furnishings, construction materials, packing cartons, paints or tires which the Municipality's Solid Waste Services Department will not normally collect, shall be removed from the Project by the Owner at his sole cost and expense. No garbage shall be left outside a Building or on the Common Property;
- (xvi) 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 or Managed Property, or in or about any Building on the Unit in any manner which may make the same visible from the outside of the Unit or the Building without the prior written consent of the Board;
- (xvii) permit any member of the household, guests, pets or visitors to trespass on the Unit of another Owner;
- (xviii) in regards to parking and operating a Private Motor Vehicle on the project:
 - A) use the common driveway or roadway or any part of the Common Property for the parking of any motor vehicles;
 - B) wash Private Motor Vehicles anywhere on the Project;
 - C) carry out any repairs or adjustments to Private Motor Vehicles anywhere on the Project except in a closed garage;
 - D) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles, or any type of motor home or recreational vehicle or equipment to be stored outside the Building or on the Unit without the prior written consent of the Board. A recreational vehicle or holiday trailer may be parked on the roadway for purposes of loading or unloading for up to two (2) consecutive hours;
 - E) keep on the Parcel, other than enclosed in a garage, any Private Motor Vehicle which is not currently licensed or in operating condition;
 - F) bring onto the Project any vehicle other than a Private Motor Vehicle or any vehicle which is, in the sole opinion of the Board, objectionably noisy due to faulty muffler or other mechanical

malfunction or which is a source of other annoying odours or noises. No welding trucks, tow trucks, delivery vans, cube vans or any vehicle with any equipment, tools, ladders, slip tanks or welding units attached to the exterior of a vehicle are allowed to be parked or stored on the Project;

- G) drive any Private Motor Vehicle on the Parcel at a speed in excess of twenty (20) kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;
 - H) not park any Private Motor Vehicle anywhere on the Project which leaks oil, grease, antifreeze or fuel or which is, in any other way, offensive or hazardous. If such leak occurs, such Owner shall be responsible to clean up the leakage as soon as reasonably possible. If not done expeditiously by an Owner, the Board may do so and charge all costs to the Owner;
 - I) park more than one (1) Private Motor Vehicle on the driveway in front of the garage provided such Private Motor Vehicle must not block an adjacent driveway or Unit. No tandem parking on a driveway is allowed;
 - J) park or allow any occupant to park his Private Motor Vehicle in parking areas designated for handicapped or visitor parking. All visitors shall comply with the Board policies for visitor parking; and
 - K) park on the grass or landscaping of the Project;
- (xix) obstruct or permit any passage or driveways or parking areas to be obstructed by any Occupant, his family, guests or visitors or their vehicles;
 - (xx) allow the Building, Unit, or any privacy area assigned to an Owner to become unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up a Unit or the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner. All decorative items must be kept clean and in good repair. Occupants may be required to remove excessive or unsightly decorative items if, in the sole opinion of the Board, they are a detriment to the esthetics of the Project;
 - (xxi) permanently mount an item on the deck, railing, or exterior wall of a Building without obtaining prior written approval from the Board. Any damages cause by such installations shall be charged to the Owner;
 - (xxii) make or cause to be made:
 - A) any structural, common mechanical, common plumbing, common drainage, common gas system or common electrical system changes, alterations or additions to his Unit;

- B) any structural alterations to the outer boundary of any Unit including any load bearing wall; or
- C) any changes or alterations to any ceiling or floor;

without first having the tradespeople, design and specifications of such alteration or addition approved by the appropriate Municipal bylaw officer(s) and the appropriate Building permit(s) issued. If requested by the Board, the Owner requesting such approval agrees to:

- 1) submit detailed drawings and/or a detailed description of the proposed alteration, addition or renovation to the Board;
- 2) pay the cost of any engineer, architect or other expert reasonably engaged by the Board to review the design and specifications or otherwise advise the Board (including advice that the Common Property will not be adversely affected);
- 3) obtain, at his own expense, and provide the Board with all required permits (including, but not limited to, building and development permits) and inspection reports within ten (10) days of receipt of the same. If any services which are shared by any other Unit or the Common Property are affected, then certificates shall be provided by experts as are required confirming how such service will be affected by the proposed change;
- 4) disclose all contractors and sub-contractors and provide evidence of appropriate insurance coverage, such as construction insurance (if applicable) and WCB coverage;
- 5) provide copies of any final plans showing the changes after the renovations are completed, drawn on an "as-built" basis;
- 6) pay any costs incurred by the Corporation for restoration or removal by the Board (or its duly authorized representative(s)) of any alteration or addition made by an Owner without such approval. Such costs shall bear interest at the Interest Rate from the time such costs are incurred until paid and may be recovered by the Corporation as a contribution due to the Corporation (including legal costs on a solicitor and his own client full indemnification basis);
- 7) ensure that all renovations are done between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday with no work being done on weekends or statutory holidays, and shall comply with all Municipal noise bylaws;

- 8) ensure removal of debris from the Unit and keep the Unit and the Common Property in a clean and neat condition both during and after the renovation work is done. No renovation debris is to be disposed of in any garbage containers of the Corporation. Notwithstanding that the Owner may have an agreement with any party doing the renovations to remove such debris, the ultimate responsibility relating to the removal of the debris and the maintenance of the Common Property remains with the Owner; and
 - 9) ensure the Board's satisfaction that the cosmetic and/or resulting sound effects of any changes are in keeping with the appearance of the other Units and of the Project as a whole, and that any such changes do not in any way affect the quiet enjoyment of any other Owners in respect of the use by other Owners of their own Units;
- (xxiii) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it is constructed;
 - (xxiv) dispose of fats, oils, grease, paint, towels, rags, personal hygiene products and wipes down sink drains, toilets, floor drains or into any part of the sewer system;
 - (xxv) be responsible for snow removal other than the back area of his Unit;
 - (xxvi) use the deck or patio or other areas outside of the Building for the storage of personal belongings or other goods or chattels or allow or cause any household or personal effects or articles belonging to the Owner to be kept anywhere except inside the Building of the Unit when not in actual use. Additionally:
 - A) each Owner will comply with all reasonable requests of the Board or its representatives regarding storage of such items;
 - B) lawn furniture, barbeques and flower pots are allowed on decks and patios; and
 - C) no furniture, trunks, bicycles, sofas, appliances or packing boxes shall be stored on a deck or patio. Nothing shall be stored under a deck without the prior written approval of the Board;
 - (xxvii) cook on a deck or patio other than using a natural gas, propane or electric barbecue which barbecue must be kept at least 18 inches away from the vinyl siding. No charcoal briquette barbeques or any wood burning device shall be used on the Project. No open fires or fire pits are allowed anywhere on the Project;
 - (xxviii) prevent or prohibit access to and use of exterior water taps or exterior electrical outlets on the Building of the Unit for purposes of

maintaining Common Property. An Owner shall be responsible to winterize the exterior taps to prevent freezing;

- (xxix) use foil, flag, bed sheet, towels, newsprint or other unsightly opaque material on any window. No Owner shall apply any film or tinting to any exterior window without the prior written approval of the Board;
- (xxx) feed or harbour birds, squirrels, pigeons, gulls or other wild animals on any Unit or anywhere on the Common Property. No bird or squirrel feeders or deer detectors are allowed on the Project;
- (xxxii) render a Building unfit for human habitation. An owner shall control all pests inside a unit (regardless of the origin of such pests);
- (xxxiii) hang a flag, wind chime, wind sock or awnings on the Managed Property or the Common Property without prior Board approval;
- (xxxiii) paint, decorate or otherwise alter any portion of a Building or a Unit required to be maintained by the Corporation without the express, prior, written consent of the Board. Nothing shall be affixed to the exterior structure of the Building (no trellis is allowed) and no deck surface or overhead coverings of any nature are allowed without the prior written consent of the Board;
- (xxxiv) install or put in place, leave in place, allow to be installed or put in place or left in place, any Christmas decorations that will be visible from the exterior of the Unit with the exception of the time period November 1st of each year to February 28th of the following year. Other exterior seasonal decorations require the prior written consent of the Board;
- (xxxv) use a skateboard, scooter or trick bicycle anywhere on the Managed Property or the Common Property. No stunting or street hockey is allowed on the Project;
- (xxxvi) smoke, vape, or allow smoking or vaping of any substance anywhere on the Common Property or Managed Property except on a deck or patio, or other area designated by the Board and shall:
 - A) attempt to restrict smoke, vapor and other noxious substances from entering adjoining premises;
 - B) dispose of smoking material into a fire retardant receptacle placed on such deck, patio or other designated area;
 - C) ensure such receptacle is filled with either sand or water; and
 - D) not throw cigarette butts, matches or other smoking or combustible materials out of windows, over decks, into planters or flowerbeds or anywhere on the Common Property or Managed Property;

- (xxxvii) leave a Unit vacant or unattended to in excess of 7 days without inspection by the Owner or his/her agent; and
- (xxxviii) grow marijuana in a Building or on a Unit or anywhere on the Common Property.
- (c) the Board may make policy statements and rules as it deems appropriate to clarify the general restrictions set forth in Subsection (b) hereof and those policy statements and rules shall have the same force and effect as any Bylaw once the Board has given written notice to all Owners and Occupants through such means as the Board deems proper; and
- (d) The restrictions in use of Units have the following purposes:
 - (i) to provide for the health and safety of condominium Occupants;
 - (ii) to maintain the Managed Property, Common Property and Units in such a manner as to preserve property values;
 - (iii) to provide for the peace, comfort and convenience of the Owners and Occupants; and
 - (iv) to develop a sense of community.
- (e) An Owner shall ensure that the Occupants comply with those requirements that the Owner must comply with under Subsection (a) hereof and, upon request of the Corporation, obtain from the Tenants or have the Manager who leases the units and residential dwellings on behalf of the Owners obtain from the Tenants an undertaking, in writing, to the following effect:

"I, _____, covenant and agree that I, all Occupants of my Unit, and my guests from time to time will, in using the Unit rented by me, any exclusive areas relating to the Unit and all the Managed Property and Common Property, comply with the *Condominium Property Act*, R.S.A. 2000 c. C-22, the Bylaws and all rules and Regulations of the Corporation during the term of my tenancy."

63. MANAGED PROPERTY

- (a) Restricted Development, Architectural Standards
 - (i) No Owner shall improve, develop, construct upon or otherwise modify the Building or Unit unless such development or improvement strictly complies with any and all development restrictions imposed upon the Unit by the Municipal Authority (whether disclosed on title to the Unit or not), the Restrictive Covenant (the terms of which are hereby incorporated into this Bylaw) and the Architectural Standards.
 - (ii) The Corporation is hereby empowered, and the Board is authorized on behalf of the Corporation, to take whatever procedures are reasonably necessary, in the Board's opinion, to ensure compliance with Bylaw 63(a)(i) hereof and enforce Restrictive Covenant, and the

Architectural Standards (enforcement to be limited to the extent it is limited by law).

(b) Elements of Managed Property

Without limiting the definition thereof in Bylaw 1(s), "Managed Property" shall be comprised of those portions of the units comprised of landscaping (except individual Owner's flower beds and planters) walkways, driveways, front steps, decks, patios, fences, the exterior of any and all Buildings on the units (EXCLUDING those portions of the doors and windows and the concrete garage floor which are the responsibility of the Owner), including basement concrete foundations, roofs, foundations and structural elements built in accordance and compliance with this Bylaw and all municipal and provincial requirements, codes and standards. Without restricting the generality of the foregoing, "Managed Property" includes all parts of the Unit up to and including the exterior side of the interior dry wall of the floors, walls and ceilings in all Buildings on the units (EXCLUDING all utility and service lines and facilities under or on the Unit that service only that Unit) but including common irrigation systems and common light standards serving the Units or the Common Property;

(c) Duties and Restrictions on Owners Regarding Managed Property

Each Owner shall, in respect to the Managed Property on or in the Unit of the Owner:

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

(d) Powers and Duties and Restrictions of the Corporation

The Corporation SHALL:

TURNBURY AT CRYSTAL SHORES

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

64. CHANGE OF LEGISLATION

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

65. AMENDMENT OF BYLAWS

These Bylaws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise. The Corporation shall cause to be prepared and distributed to each Owner and mortgagee who has notified its interest to the Corporation, a notice or memorandum of any proposed amendments, additions or repeal at least fourteen (14) days prior to the date of any such Special Resolution

66. EASEMENT RIGHTS

Easement rights shall be governed as follows:

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

all utilities are to be treated as if the Parcel was a conventional condominium development.

- (g) The benefit and the burden of this easement shall run with the Land. "Land" means the Parcel comprised in the Condominium Plan including all Bare Land Condominium units and the Common Property.
- (h) As each of the units is both a dominant and servient tenement, this Private Utility Easement shall be construed so that each Unit Owner shall have granted this easement in respect of each Unit to the benefit of each Unit Owner in respect of the Parcel save for that Unit.
- (i) This easement cannot be changed without the express written consent of any utility Owner, including but not limited to, the Municipality, any communications company and any gas company.

APPENDIX 1

Standard Unit

KITCHEN CABINETS

KITCHEN COUNTER-TOPS

MAIN BATH CABINETS

HALF BATH MAIN FLOOR CABINETS

INTERIOR WALLS - Painted Drywall

FLOOR COVERINGS

- Front Entrance
- Living Room
- Dining Room
- Kitchen
- Bathrooms
- Bedrooms

BASEMENT - Unfinished



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