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FORM 3

**NOTICE OF CHANGE OF BY-LAWS**

(The Condominium Property Act, S. 32)

Condominium Corporation No. 072 8456 ("the Corporation") hereby certify that by special resolution duly resolved and passed on the 31 day of January, 2008, the By-laws applicable to the Corporation and to the parcel referred to in the aforesaid Condominium Plan were amended as follows, the following being a true copy of the resolution made, namely:

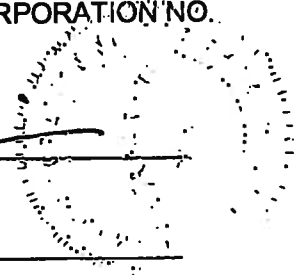
"Be it resolved as a special resolution of the Corporation that the By-laws of the Corporation as set out in Appendix 1 to the Condominium Property Act, R.S.A. 2000, Chapter C-22 as amended be and they are hereby repealed and the By-laws hereto annexed be and they are hereby adopted as and made the By-laws of and applicable to the Corporation and the parcel referred to in the Condominium Plan from and after the date of this Resolution, and the By-Laws annexed hereto being hereby passed in place of the said statutory By-laws."

IN WITNESS WHEREOF the seal of Condominium Corporation No. 072 8456 is hereto affixed as witnessed by the hands of all members of the Board of the Corporation in that behalf this 31 day of January, 2008.

CONDOMINIUM CORPORATION NO.  
072 8456

Per: \_\_\_\_\_

Per: \_\_\_\_\_



**WESTHILLS ON WHITEMUD OAKS INC.**

**Edmonton, Alberta**

**BY-LAWS OF CONDOMINIUM CORPORATION NO. 072 8456**

**SUMMARY OF CONTENTS**

**IN SUBSTITUTION FOR APPENDIX 1 BY-LAWS OF  
THE CONDOMINIUM PROPERTY ACT**

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NOTE: These By-Laws have been passed by Condominium Corporation No. 072 8456 for the purpose of repealing, replacing and substituting the By-Laws set out in Appendix 1 of the Condominium Property Act being Chapter C-22 of the Revised Statutes of Alberta, 2000, and amendments thereto.

**WESTHILLS ON WHITEMUD OAKS INC.****Edmonton, Alberta****BY-LAWS OF CONDOMINIUM CORPORATION NO. 072 8456****1. - DEFINITIONS AND INTERPRETATION**

In these by-laws, unless the context or subject matter requires a different meaning:

- (a) **"Act"** means the CONDOMINIUM PROPERTY ACT, Revised Statutes of Alberta, 2000, Chapter C-22, as amended from time to time or any statute or statutes passed in substitution therefor;
- (b) **"Board"** means the Board of Directors of the Corporation;
- (c) **"Building"** means for purposes of these By-laws and the Act, any building on a unit shall be designated as part of a Unit;
- (d) **"By-laws"** means the by-laws of the Corporation, as amended from time to time;
- (e) **"Common Expenses"** mean the expense of performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in these By-laws or Rent Charge in the Restrictive Covenant Agreement;
- (f) **"Common Property"** means so much of the Parcel as is not comprised in or does not form part of any unit shown on the Condominium Plan which the Corporation is to administer, control, manage, maintain and repair by these By-laws as it would the rest of the Common Property;
- (g) **"Condominium Plan"** means the plan registered by the Developer under the Act as No. 072 8456,
- (h) **"Corporation"** means the corporation constituted under the Act by the registration of the Condominium Plan;
- (i) **"Developer"** means WESTHILLS ON WHITEMUD OAKS INC.
- (j) **"Interest Rate"** means that rate of interest per annum which may be or shall become payable hereunder by an Owner in respect of monies owing by him to the Corporation and shall be equal to the commercial prime rate in Edmonton of the Bank of Montreal plus Four (4%) percent on the earliest date on which any portion of the said monies becomes due and payable by an Owner;
- (k) **"Managed Property"** means such part of parts of the Unit as by these By-laws the Corporation is to administer, control, manage, maintain and repair

as it would the Common Property, being the land within the boundaries of the Units, exteriors of Buildings, roofs, common fences, party walls, decks, landscaping and such other parts of the Unit to be managed, maintained and repaired by the Corporation as provided by these By-laws and the Restrictive Covenant Agreement;

- (l) "Manager" means the professional manager first retained by the Developer or any successor contractually appointed by the Board;
- (m) "Ordinary Resolution" means a resolution:
  - (i) passed at a properly convened meeting of a Corporation by a majority of all the persons present or represented by proxy at the meeting entitled to exercise the powers of voting conferred by this Act or the By-Laws, or
  - (ii) signed by a majority of all the persons who, at a properly convened meeting of a corporation, would be entitled to exercise the powers of voting conferred by this Act or the By-Laws and representing more than 50% of the total Unit Factors for all the Units.
- (n) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit;
- (o) "Parcel" means the land comprised in the Condominium Plan;
- (p) "Restrictive Covenant Agreement" means the Restrictive Covenant, Easement, Encroachment, Encumbrance and Party Wall Agreement registered against the title to the Units and which provides certain restrictions, rights and assessments, encumbrances on the use and occupation of the Units;
- (q) "Special Resolution" means:
  - (i) a resolution passed at a properly convened meeting of the Corporation, of which at least seven (7) days' notice specifying the proposed resolution has been given, by a majority of not less than 75% of all the persons entitled to exercise the power of voting conferred under the Act or these By-laws and representing not less than 75% of the total Unit Factors for all the Units; or
  - (ii) a written resolution signed by not less than 75% of all of the persons who, at a properly convened meeting of the Corporation, would be entitled to exercise the power of voting conferred by the Act or these By-laws and representing not less than 75% of the total Unit Factors for all the Units;
- (r) "Unit" means the land within the Parcel described as a Unit on the Condominium Plan by reference to boundaries governed by monuments placed pursuant to the provisions of the Surveys Act respecting subdivision surveys;
- (s) "Unit Factor" means the unit factor for each Unit as more particularly

specified or apportioned and described in and set forth on the Condominium Plan.

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these By-laws and other expressions used in these By-laws and not defined in the Act or in these By-laws have the same meaning as may be assigned to them in the LAND TITLES ACT of Alberta or the LAW OF PROPERTY ACT of Alberta, as amended from time to time or in any statute or statutes passed in substitution therefor. Words importing the singular number also include the plural, and vice versa, and words importing the masculine gender include the feminine gender or neuter, or vice versa, and words importing persons include firms and corporations and vice versa, where the context so requires.

## **2. - MISCELLANEOUS PROVISIONS**

- (a) The headings used throughout these By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any By-law;
- (b) The rights and obligations given or imposed on the Corporation or the Owners under these By-laws are in addition to any rights or obligations given or imposed on the Corporation or the Owners under the Act;
- (c) If there is any conflict between the By-laws and the Act, the Act prevails.

## **3. - DUTIES OF THE OWNERS**

An Owner shall:

- (a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter his Unit and the Building thereon for the purpose of inspecting the Unit and the Managed Property and maintaining, repairing or renewing pipes, wires, cables, light standards, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit, Managed Property or Common Property, or for the purpose of maintaining, repairing or renewing the Managed Property or the Common Property, or for the purpose of ensuring that the By-laws are being observed;
- (b) permit the Corporation and its agents, at all reasonable times, access to the Unit, Managed Property and Common Property to maintain in good order and condition any lawn, trees or landscaped area and to maintain and repair the exterior or outside surfaces of the Building forming part of the Units;
- (c) forthwith carry out all work that may be ordered by any municipality or public authority in respect of his Unit and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Unit;

- (d) repair and maintain his Unit and designated garden areas but excluding outer boundaries, walls and other outside surfaces affecting the appearance, useability or safety of the Building, and further, excluding the landscaping and grounds maintenance required to be done by the Corporation and keep it in a state of good repair, except such damage as is insured against by the Corporation and if the Owner does not maintain such area to a standard similar to that of the remaining Common Property and Managed Property, the Corporation may give one (1) month notice to the Owner to this effect and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and the provisions of these By-laws shall apply;
- (e) repair, maintain and replace when necessary, all windows, doors, lock sets, any overhead garage door hardware, and garage door openers located in or about the building, the furnace, hot water tank, air-conditioner or sump pump;
- (f) use and enjoy the Common Property, the Managed Property and his Unit in accordance with these By-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other Owners, their families or visitors;
- (g) not use his Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit (whether an Owner or not) or the family of such an occupier;
- (h) notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with his Unit;
- (i) strictly comply with the architectural and landscaping guidelines of the Corporation in effect from time to time;
- (j) not place or erect on any Unit any permanent structure without the prior written approval by the Board prior to any placement or construction;
- (k) not enter nor permit his family or visitors to enter upon the Unit of another Owner without the permission of that Owner;
- (l) comply strictly with these By-laws and with such rules and regulations as may be adopted pursuant thereto from time to time and comply with the Restrictive Covenant Agreement and cause all his tenants, family visitors, invitees and other occupants of his Unit to similarly comply;
- (m) pay to the Corporation when due all Common Expenses levied or assessed against his Unit including Rent Charge pursuant to the Restrictive Covenant Agreement, together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge such interest in accordance with Section 40 of the Act.

#### **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) enforce the Restrictive Covenant Agreement and take all necessary steps it sees fit to uphold the restrictions imposed, and to control, manage, maintain and administer the Restrictive Covenant Agreement;
- (b) control, manage, maintain, repair and administer the Common Property and Managed Property (except as hereinbefore and hereinafter set forth) and all real property, chattels, personal property or other property owned by the Corporation for the benefit of all of the Owners and for the benefit of the entire condominium project;
- (c) do all things required of it by the Act, these By-laws and any other rules and regulations in force from time to time;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Parcel and capable of being used in connection with the enjoyment of more than one Unit, the Managed Property or the Common Property;
- (e) provide and maintain in force all such insurance as is required by the Act and by the provisions of these By-laws and, on the written request of an Owner or registered mortgagee of a Unit, or the duly authorized agent of such Owner or mortgagee, produce to the Owner or mortgagee a certified copy of the policy or policies of insurance effected by the Corporation or a certificate or memorandum thereof and the receipt or receipts for the last premium or premiums in respect thereof;
- (f) except as otherwise specifically provided in these By-laws, maintain and repair the exterior or outside surfaces of the Buildings forming part of the Units (excluding windows and doors, but including all other outside accoutrements affecting the appearance, useability, value or safety of the Parcel and the Units) and Common Property including any lawn, trees, and fencing which is located on any part of the Common Property, Managed Property, Parcel or the Units;
- (g) establish and enforce architectural guidelines and landscaping guidelines to preserve the character of the Parcel and the integrity of design and appearance of the improvements to the Units;
- (h) collect and receive all contributions towards the Common Expenses and Rent Charge pursuant to the Restrictive Covenant Agreement and deposit same in a separate account with a chartered bank or trust company;
- (i) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Parcel, the Corporation and the Owners as to the Board may seem

justifiable in the management or administration of the entire project;

- (j) remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the Common Property designated for vehicular or pedestrian traffic or outside parking and keep and maintain in good order and condition all grassed or landscaped areas of the Common Property, Managed Property and the Unit, PROVIDED THAT the maintenance of any leased or exclusive use area designated under these By-Laws shall be the prime responsibility of the Owner to whom such leased or exclusive use area has been assigned;
- (k) provide adequate garbage receptacles or containers on the Common Property and Managed Property and provide for regular collection therefrom;
- (l) 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(1) of the Act;
- (m) subject to the Regulations of the Act, establish and maintain a capital replacement reserve fund to provide major repairs and replacement of any real or personal property owned by the Corporation and the Common Property and Managed Property where the repairs or replacement is of a nature that does not normally occur annually.

#### 5. - POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act, the Corporation through its Board, may and is hereby authorized to:

- (a) purchase, hire or otherwise acquire personal property for use in connection with the maintenance, repair, replacement or enjoyment of the real and personal property of the Corporation, Units, Managed Property or the Common Property;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that such borrowing in excess of 10% of the current year's Common Expenses budget has been approved by Ordinary 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 combination of those means;
- (d) invest as it may determine any contributions towards the Common Expenses SUBJECT TO the restrictions set forth in Section 43 of the Act;
- (e) make an agreement with an Owner, tenant or other occupier of a Unit for the provision of amenities or services by it to the Unit or to the Owner,

tenant or occupier thereof;

- (f) grant to an Owner permission to plant a garden plot on the Common Property or the Managed Property on his Unit on such terms and conditions as the Board may establish;
- (g) grant to an Owner a lease in respect of areas adjoining or relating to such Owner's Unit, as shown on the Condominium Plan, under Section 50 of the Act, on such terms and conditions as may be determined or approved by the Board from time to time PROVIDED THAT such lease shall be available for the benefit only of Owners, purchasers, tenants and other lawful occupants of such Unit, shall not be assignable to anyone who is not an Owner or purchaser by agreement for sale of such Unit and shall be terminable on 30 days notice by the Corporation as against any grantee, lessee or assignee who ceases to be an Owner or purchaser under an agreement for sale of such Unit;
- (h) grant to an Owner the right to exclusive use and enjoyment of part of the Common Property (including storage areas and extra parking space) or special privileges in respect thereof, the grant to be terminable on reasonable notice, unless the Corporation by Special Resolution otherwise resolves;
- (i) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the Common Property, Managed Property and Units and do all things reasonably necessary for the enforcement of the By-laws for the control, management and administration of the Common Property, Managed Property and Unit generally including the commencement of an action under Section 36 of the Act and all subsequent proceedings relating thereto;
- (j) subject to the Regulations of the Act, establish and maintain a capital replacement reserve fund to provide major repairs and replacement of any real or personal property owned by the Corporation and the Common Property and Managed Property where the repairs or replacement is of a nature that does not normally occur annually.
- (k) determine from time to time the amounts to be raised and collected for the purposes hereinbefore mentioned;
- (l) raise amounts so determined by levying assessments on the Owners in proportion to the Unit Factors for their respective Units. Until completion of construction of a residential building which building is ready to be used for residential purposes, no assessment for Common Expenses shall be levied against the Developers.;
- (m) charge interest under Section 40 of the Act on any contribution or Common Expenses owing to it by an Owner at the Interest Rate;
- (n) 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.

**6. - THE CORPORATION AND THE BOARD**

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

**7. - NUMBER ON BOARD**

- (a) Until the first Annual General Meeting of the Owners, the Board shall consist of two (2) nominees of the Developer;
- (b) The Board shall consist of not less than three (3) nor more than seven (7) persons, fifty (50%) per cent of whom shall be elected for a period of two (2) years at the first Annual General Meeting (Turnover Meeting) and the remaining persons for a period of one (1) year. At each subsequent Annual General Meeting those elected shall be elected for a period of two (2) years. All such elections shall take place at an Annual General Meeting, except for vacancies, (although members may also be elected at an Extra-Ordinary General Meeting). The Developer as Owner of Unit(s) is entitled to nominate representative to sit on the Board and to vote based upon the number of Units owned by the Developer.
- (a) Ownership of a Unit is not necessary for election to and membership on the Board and any person who has attained the age of twenty-one (21) shall be eligible for nomination and election to the Board provided that any Owner who is indebted to the Corporation for an assessment or assessments which are more than thirty (30) days overdue shall not be eligible for election or membership on the Board.
- (b) At any election of the Board each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled on the Board.
- (c) No more than two (2) registered Mortgagees or their representatives may be members of the Board at any one time.

**8. - RETIREMENT FROM BOARD**

At each annual general meeting of the Corporation all members of the Board whose term has expired shall retire from office and the Corporation shall elect a new members to the Board to replace the retiring members.

**9. - ELIGIBILITY FOR RE-ELECTION TO BOARD**

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

**10. - REMOVAL FROM BOARD**

Except where the Board consists of all of the Owners, the Corporation may, by resolution at a 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, the remaining members of the Board may appoint a person to fill that office for the remainder of the former member's term provided such person qualifies for membership pursuant to By-Law 7.

**12. - QUORUM FOR BOARD**

Except where there is only one Owner and except during the period before the first annual general meeting, a quorum of the Board is two where the Board consists of four or less members, three where the Board consists of five or six members and four where it consists of seven members.

**13. - OFFICERS OF THE CORPORATION**

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

**14. - CHAIRMAN OF BOARD MEETINGS**

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 or their refusal to act as Chairman of the Board the members present shall appoint a Chairman for the meeting who shall have all the duties and powers of the Chairman while so acting.

**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**

At meetings of the Board all matters shall be determined by simple majority vote. A resolution of the Board in writing signed by all of the members shall have the same effect as a resolution passed at a meeting of the Board duly convened and held.

**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 seven (7) days notice of a meeting proposed by him, specifying the reason for calling the meeting provided that the Board shall meet at the call of the President on such notice as he may specify without the necessity of the President giving reasons for the calling of the meeting;
- (b) appoint or employ for and on behalf of the Corporation such agents or servants as it thinks fit in connection with the control, management and administration of the Common Property and the Managed Property and the exercise and performance of the powers and duties of the Corporation;
- (c) subject to any restriction imposed or direction given at a general meeting of Owners, delegate to one or more members of the Board such of its powers and duties as it thinks fit, and at any time revoke such delegation;
- (d) obtain and retain by contract the services of a Manager or of any professional real property management firm or professional real property manager or agent for such purposes (including but not so as to limit the generality of the foregoing the supervision, management and performance of any or all of the duties of the Corporation) and upon such terms as the Board may from time to time decide SUBJECT ALWAYS to the control and direction of the Corporation and the Board, such Manager to be reasonably fit and suited to perform such duties. The Manager employed by the Board need not devote its full time to the performance of duties of the Corporation so long as those duties are performed in a good and sufficient fashion. Any such contract shall provide for the contract manager to maintain a bond for the benefit of and naming the Corporation and such bond shall be in an amount at least equal to one-half (1/2) of the approved budget of the Corporation in any given fiscal year and the total amount of any capital replacement reserve fund.

**18. - ADDITIONAL DUTIES OF BOARD**

The Board shall:

- (a) keep minutes of its proceedings and, upon written request, provide copies thereof to mortgagees who have notified their interests to the Corporation;
- (b) cause minutes to be kept of general meetings of the Owners and, upon written request, provide copies thereof to mortgagees who have notified their interests to the Corporation;
- (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;

- (d) prepare proper accounts relating to all monies of the Corporation, and the income and expenditure thereof, for each annual general meeting;
- (e) maintain financial records of all the assets, liabilities and equity of the Corporation;
- (f) on written application of an Owner or mortgagee, or any person authorized in writing by him, make the books of account available for inspection at all reasonable times;
- (g) cause to be prepared and distributed to each Owner and to each mortgagee who has notified its interest to the Corporation a copy of the Financial Statement of the receipts of contributions of all Owners towards the Common Expenses and disbursements made by the Corporation and a copy of the Financial Report within ninety (90) days of the end of the fiscal year of the Corporation;
- (h) within thirty (30) days of a person becoming or ceasing to be a member of the Board, 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;
- (i) file or cause to be filed at the Land Titles Office a notice in the prescribed form of any change in the address for service of the Corporation.

#### 19. - DEFECTS IN APPOINTMENT TO BOARD

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

#### 20. - VACATING OFFICE OF BOARD MEMBER

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

- (a) by notice in writing to the Corporation resigns his office; or
- (b) is in arrears more than sixty (60) days of any contribution, levy or assessment required to be made by him as an Owner or becomes bankrupt; or
- (c) is found lunatic or becomes of unsound mind, or is the subject of a Certificate of Incapacity issued under the MENTAL HEALTH ACT; or
- (d) is convicted of an indictable offence for which he is liable to imprisonment for a term of not less than two (2) years; or

- (e) is absent from meetings of the Board for a continuous period of four (4) months or four (4) consecutive meetings without the consent of the remaining members of the Board and a majority of the remaining members of the Board resolve at two (2) meetings of the Board held at least seven (7) days apart that his office be vacated;
- (f) he ceases to qualify for membership pursuant to the By-laws; or
- (g) in the case of a company which is a member of the Board, if the company shall become bankrupt or make an assignment for the benefit of creditors or if proceedings are commenced to wind up the company, otherwise than for the purpose of amalgamation or reconstruction.

#### 21. - SIGNING AUTHORITIES

The Board shall determine, by resolution from time to time, the manner and which 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.

The Board may authorize its Manager to sign Estoppel Certificates under seal on behalf of the Corporation.

#### 22. - CORPORATE SEAL

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

#### 23. - ANNUAL GENERAL MEETINGS

The first annual general meeting shall be convened by the Board within:

- (a) ninety (90) days from the date that 50% of the Units are sold, or
- (b) one hundred and eighty (180) days from the date that the first Unit is sold, whichever is sooner,

Subsequent annual general meetings shall be held once in each calendar year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next.

#### 24. - EXTRAORDINARY GENERAL MEETINGS

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

**25. - CONVENING EXTRAORDINARY GENERAL MEETINGS**

The Board may whenever it thinks fit and shall upon a requisition in writing by Owners representing not less than 15% of the total Unit Factors for all the Units or upon the request in writing from mortgagees holding registered mortgages (and who have notified their interests to the Corporation) against Units in respect of which corresponding Unit Factors represent not less than 15% of the total Unit Factors or a combination of such Owners or mortgagees entitled to vote with respect to 15% of the total Unit Factors convene an extraordinary general meeting.

**26. - NOTICE OF GENERAL MEETINGS**

Seven (7) days notice of every general meeting specifying the place, the date and the hour of meeting, and in the case of special business the general nature of such business, shall be given to all Owners and mortgagees who have notified their interests to the Corporation. Notice shall be given to the Owner and to such mortgagees in the manner prescribed in these By-laws, but the accidental omission to give notice to an Owner or mortgagee or non-receipt by an Owner or mortgagee does not invalidate the meeting or any proceedings there-at. In computing the number of the days notice of a general meeting required under these By-laws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.

**27. - PROCEEDINGS AT GENERAL MEETINGS**

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

**28. - QUORUM FOR GENERAL MEETINGS**

Save as in these By-laws otherwise provided, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business and one-quarter of the persons entitled to vote present in person or by proxy shall constitute a quorum.

**29. - ADJOURNMENT FOR LACK OF QUORUM**

If within one-half hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for the meeting, the persons entitled to vote who are present shall be a quorum.

**30. - CHAIRMAN FOR GENERAL MEETINGS**

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

### 31. - ORDER OF BUSINESS FOR GENERAL MEETINGS

The Order of Business at general meetings, and as far as is appropriate at all extraordinary general meetings, shall be:

- (a) if the President or Vice-President of the Board shall be absent or elects to vacate the chair or refuses to act, the election of the Chairman of the meeting;
- (b) calling of the roll and certifying the proxies;
- (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) election of Board;
- (j) unfinished business;
- (k) new business;
- (l) adjournment.

### 32. - VOTING BY SHOW OF HANDS

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

### 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. A demand for a poll may be withdrawn.

**34. - VOTING CALCULATION**

On a show of hands, each person entitled to vote for any Unit shall have one vote for that Unit. On a poll, the votes of persons entitled to vote shall correspond with the Unit Factors for the respective Units owned or mortgaged to them.

**35. - VOTES PERSONALLY OR BY PROXY**

On a show of hands or on a poll, votes 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 attorney, and may be either general or for a particular meeting. A proxy need not be an Owner.

**37. - ELIGIBILITY TO VOTE**

Except in cases where by or under the Act a Unanimous Resolution or Special Resolution is required, no Owner is entitled to vote at any general meeting unless all assessments payable in respect of his Unit have been duly paid to the date thirty (30) days prior to the date of such meeting but the presence of any such defaulting Owner shall be included in the count for quorum constitution purposes pursuant to the By-laws.

**38. - VOTE BY CO-OWNERS**

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

**39. - RESOLUTION OF THE OWNERS**

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

**40. - SUCCESSIVE INTERESTS**

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

**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 By-laws with respect to appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage or these By-laws or any statute provides that the power of vote conferred on an Owner may or shall be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Corporation, no instrument or proxy shall be necessary to give the mortgagee the said power to vote and the mortgagee's power to vote shall not be limited or proscribed by the Owner's failure to pay assessments or other obligation owing to the Corporation by the Owner.

**43. - VIOLATION OF BY-LAWS**

- (a) Any infraction or violation of or default under these By-laws or any rules and regulations established pursuant to these By-laws or the Restrictive Covenant Agreement on the part of an Owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction, violation or default shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid;
- (b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his servants, agents, licensees, invitees or tenants, which violates these By-laws or any rules or regulations established pursuant to these By-laws or the Restrictive Covenant Agreement and there shall be added to any judgment, all costs of such action including costs as between solicitor and client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his rights and the exercise of his remedies;
- (c) If the Board of Directors determines that a breach of a Bylaw or the Restrictive Covenant Agreement is occurring, by resolution, cause a notice to be delivered to the owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no earlier than three (3) days from the date the notice is delivered to the owner involved.

- (d) If the Board resolution so provides, the Board of Directors may impose a fine, not exceeding \$250.00 per infraction, which will be levied if the breach has not been rectified within the time specified in the notice. If a fine is to be levied, the notice alleging the breach shall also specify the fine to be levied if the breach is not rectified.
- (e) If the person alleged to be in breach is a tenant, the notice shall be served on both the tenant and the owner; and it shall specify whether the owner, the tenant, or both, are liable for payment of the penalty. Each day of a continuing breach shall be deemed to be a separate contravention of a Bylaw or the Restrictive Covenant Agreement;
- (f) An owner aggrieved by a notice given by the Board of Directors, or by a fine leviable or levied, may appeal the resolutions of the Board to a special general meeting of the Owners, convened in the manner specified by these Bylaws.
- (g) The Owners convened in special general meeting may rescind, amend or confirm the resolution or resolutions of the Board. In so doing, the Owners may enquire into all the circumstances of the alleged breach, and any actions taken subsequently.
- (h) The appeal to the Owners shall be conducted according to the rules of natural justice. No error in procedure shall operate so as to nullify the proceedings, unless the error is sufficiently grave as to prejudice the rights of all or any of the Owners.
- (i) In addition, the Corporation may exercise the powers provided for in Section 36 of the Act;

#### 44. - DEVELOPER'S RIGHTS

- (a) As the Project is to be built in stages, the following rules shall apply:
  - (i) the Developer shall be responsible for keeping and maintaining the unimproved Units free from debris, weeds and any other unsightly matters;
  - (ii) the Corporation is not responsible to provide and service any unimproved Units until completion of construction of a residential building thereon by the Developer;
  - (iii) development of the Units, including but not limited to design and construction shall be within the sole control and discretion of the Developer without interference from the Corporation or any of the Owners. Neither the Corporation nor the Owners shall make any objections or take any steps to prevent, hinder or delay construction and completion of any of the buildings or their amenities. The Corporation and the Owners shall, at the expense of the Developer, provide all consents to and execute all plans, leases, easements, licenses, deeds, documents or assurances required by the

Developer to permit or assist development until the completion of construction of all residential buildings. A member of the Board or officer of the Corporation shall have the power on behalf of the Corporation with or without resolution of the Owners or the Board authorizing the same, to execute and deliver on behalf of the Corporation and, if required, under its seal, any such consent, plans, leases, easements, licenses, deeds, documents or assurances required by the Developer and such member or officer so executing and delivering such instrument shall be fully exonerated and released by the Corporation and the Owners from any claim for so doing;

- (iv) no Monthly Assessments of Common Expenses shall be levied against the Developer as owner of a bare land unit until completion of construction of a residential building thereon and such building is ready to be used for residential purposes. Any Condominium Fees assessed for such units will be refunded or cancelled by the Condominium Corporation to the Developer.
- (b) During such time as the Developer is the Owner of one or more Units, it shall have the right to maintain a reasonable number of Units, whether owned or leased by it, as display Units and to carry on all sales functions it considers necessary from such Units and the Common Property for erecting, placing, hanging, keeping or displaying signs, billboards, advertising materials or marketing notices or displays required in the discretion of the Developer. Further, notwithstanding By-Law 51, lease any Unit or any part thereof without the consent of or notice to the Corporation or the Board. The Developer, its agents, employees and mortgage inspectors shall have the right to enter onto any Unit and access to the Common Property in order to complete any incomplete items, repair deficiencies, inspect the Unit and make any modifications or repairs to the utilities.

#### 45. - DAMAGE OR DESTRUCTION

- (a) In the event of damage or destruction as a result of fire or other casualty, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage. For the purpose of this paragraph, substantial damage shall mean damage to the extent of 25% or more of the replacement value of all Units and Common Property immediately prior to the occurrence. Prior to making any determination under this subparagraph the Board shall obtain the opinion of an independent insurance appraiser to the effect that substantial damage has or has not occurred. If there has been substantial damage the Board shall convene an extraordinary meeting and give at least ten (10) days' notice by registered mail to all registered first mortgagees;

Unless there has been substantial damage and the Owners by Special Resolution resolve not to proceed with repair or restoration within one hundred (100) days after the damage or destruction, the Board shall arrange for prompt repair and restoration using proceeds of insurance for

that purpose. The Board shall cause the proceeds of all insurance policies to be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board may assess all the Unit Owners for such deficiency as part of the Common Expenses;

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

- (i) any liens or charges affecting any of the Units shall be deemed to be transferred in accordance with their existing priorities to the interests of the respective Owners in the Parcel; and
  - (ii) the proceeds of insurance shall be paid to the Owners and mortgagees, as their respective interests may appear, in proportion to their respective interests in the Parcel;
- (b) 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, Managed Property or any part thereof, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-laws, whichever is the greater;
  - (c) Where the Corporation is required to enter a Unit or the Building on a Unit for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Unit and capable of being used in connection with the enjoyment of any other Unit, the Managed Property or the Common Property, the Corporation and its servants, employees and agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free from debris;
  - (d) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property, Managed Property or to any Unit by his act or omission or by that of any member of his family or his or their guests, servants, agents, invitees, licensees or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation.

#### 46. - INSURANCE

- (a) The Board, on behalf of the Corporation, shall obtain and maintain

insurance in accordance with the Act, to the extent obtainable, the following insurance:

Insurance on all of the Units including the Building, bathroom and kitchen fixtures initially installed therein (excluding furnishings, fixtures and any property brought into or installed in Units by Unit Owners, current or predecessor) and all the insurable Common Property, Managed Property and all insurable property both real and personal of any nature whatsoever of the Corporation, and without limiting the generality of the foregoing, such insurance shall provide and include the following:

- (i) fire insurance with extended coverage endorsement insuring all the insurable Common Property, Managed Property and all insurable property both real and personal of any nature whatsoever of the Corporation and all of the Units including all improvements and betterments made to the Units by the Developer (but not including furniture or other personal property of the Unit Owners) for the full replacement cost thereof, without deduction for depreciation, and covering the interests of and naming as insureds all Owners from time to time and also naming as insureds their mortgagees (if such mortgagees have given written notice of their interest to the Corporation) and the Corporation, as their respective interests may appear. Each policy shall provide that the proceeds on loss are paid to the Corporation;
- (ii) adequate coverage for boiler insurance if any boilers or pressure vessels exist;
- (iii) such other insurance and coverage for such other risks or causes as the Board may determine or as may be determined by special resolution;
- (iv) that no breach of any condition of any policy by any Owner or by the Corporation shall invalidate the insurance or forfeit the insurance;
- (v) that any co-insurance clause shall be on a stated amount basis (and not on any other basis) and only in such a fashion as to not diminish the amount of any claim settlement;
- (vi) that the insurers' rights of recovery against the Corporation and the members of the Board of Managers are waived and that the insurers' rights of recovery against any Owner (and if residents of an Owner's household, his spouse, the relatives of either and any other person in the care of an Owner or his spouse or any guests or occupants of a Unit) are waived, except with respect to arson, fraud and vehicle impact;
- (vii) such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds including all registered Mortgagees of Units;

- (viii) such policies shall also provide that the Corporation shall have the right at its sole option a cash settlement (without deduction or depreciation) in the event of substantial damage to the property insured and the determination by special resolution of the Corporation or by order of a Court of Law having jurisdiction in that behalf to settle a scheme or to terminate the condominium status of the building, and the insurers' option to reconstruct the damaged premises shall be deleted or waived;

Prior to obtaining any policy of fire insurance or renewal thereof the Board shall obtain an appraisal (or appraisal update) from a qualified and reputable appraiser of real property, of the full replacement value of all of the Buildings, including all of the Units, Common Property, Managed Property and all of the property required to be insured by the Corporation, and the Board shall maintain insurance at the levels required by the Act, the Regulations to the Act, and these By-laws and suggested by the said appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance placed by the Corporation.

Notwithstanding the foregoing, an Owner may carry insurance on his Unit provided that the liability of the insurers providing the insurance of the Corporation shall not be affected or diminished by reason of insurance carried by an Owner.

Nothing in these By-laws shall restrict the right of Owners to obtain and maintain insurance of any kind in respect of the ownership or use or occupation of their Units and their personal liability as permitted by the Act or as otherwise permitted by law.

In no event shall the insurance coverage obtained and maintained by the Corporation be brought into contribution with insurance purchased by Owners or their Mortgagees.

- (b) In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due to an act or omission of an Owner, occupier or tenant of an Owner or member of their families or of guests, invitees or licensees of such Owner, then the Owner shall immediately reimburse the Corporation for any insurance deductible paid by the Corporation with respect to any loss for which claim is made. The deductible is recoverable by the Corporation as a contribution against all other costs, charges and liabilities arising out of any loss that may be sustained or incurred by the Corporation.
- (c) In the event that a claim is made under any policy of insurance maintained by the Corporation and the cause of the loss for which the claim is made is due to an act or omission of the Corporation, its officers, the Board of Managers or its members or the employees or agents of any of the foregoing, the Corporation shall bear any deductible with respect to the loss for which the claim is made. The onus of proof of cause or neglect shall be upon the Owner.

- (d) The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners against their liability for bodily injury, death and damage to property, to third parties or to the Owners and their invitees, licensees or tenants, incidental to the control, management and administration of the Corporation's real and personal property and the Common Property. Limits of liability under such insurance shall not be less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. All policies of insurance shall include as insureds the Corporation, the Board and the members of the Board while acting within the scope of their duties as such, and any Owners while acting on behalf of the Board. Such liability insurance shall contain a cross liability clause whereby the insurance indemnifies each insured as if a separate policy had been issued to each, subject to the limit of insurance indemnity otherwise applicable not being affected.
- (e) The Board shall review the insurance coverage at least annually and shall increase insurance at its discretion.

#### **47. - ASSESSMENTS FOR COMMON EXPENSES AND BUDGETS**

- (a) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units once a residential building has been constructed and is ready for occupancy, and, without limiting the generality hereof, include the following:
  - (i) All levies or charges on account of garbage removal, electricity, water, gas and fuel services and television antenna or cable services 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, wages, salaries, taxes and other expenses payable to or on account of employees or independent contractors of the Corporation;
  - (iii) All the charges on account of cleaning or sweeping of the parking area, lawn maintenance and landscaping and for ice, snow and debris removal from Common Property, Managed Property and all charges on account of maintenance and repairs of the Common Property or Managed Property not designated as an Exclusive Use Area;
  - (iv) All charges on account of lighting fixtures situated on Common Property or Managed Property charged by the Corporation;
  - (v) All charges on account of maintenance and repairs for those portions of a Unit for which the Corporation is responsible under these By-laws or the Restrictive Covenant Agreement;

- (vi) All charges on account of maintenance for Common Property or Managed Property for which the Corporation is responsible under these By-laws and the Restrictive Covenant Agreement;
  - (vii) All costs of furnishings and equipment for use in and about the recreational facilities, the Managed Property or Common Property, or related amenities including the repair, maintenance or replacement thereof;
  - (viii) All insurance costs in respect of the insurance for which the Corporation is responsible under these By-laws and/or the Act;
  - (ix) The cost of maintaining bonds as provided in these By-laws;
  - (x) The cost of borrowing money for the purpose of carrying out the duties and objects of the Corporation;
  - (xi) 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 and accounting fees and disbursements;
  - (xii) All capital replacement reserves for repairs and replacement of Common Property, Managed Property and portions of Units or Buildings the repair or replacement of which is the responsibility of the Corporation;
  - (xiii) Maintenance of the exterior walls and other structural parts of the Buildings within the Units;
  - (xiv) The Condominium Corporation Costs pursuant to the Restrictive Covenant Agreement;
- (b) No assessment of Common Expenses shall be levied against the Developer as Owner of a Bare Land Unit until completion of construction of a residential building thereon and it is used or ready to be used for residential purposes.
- (c) The Common Expenses of the Corporation shall be paid by the Unit Owners in proportion to the Unit Factors for their respective Units;
- (d) The Corporation shall deliver or mail to each Owner at the municipal address of his Unit:
- (i) a copy of the budget for the ensuing fiscal year; and
  - (ii) a notice of the assessment for his contribution towards the Common Expenses for said ensuing fiscal year. Said assessment shall be made to the Owners in proportion to their Unit Factors once a residential building thereon is ready to be used for residential

purposes;

- (e) The budget shall set out by categories an estimate of the Common Expenses of the Corporation for the next fiscal year. The budget shall include a provision for capital replacement reserves ("replacement reserve fund") as required by the Act;
- (f) The replacement reserve fund may be used for the repair or replacement of any real and personal property owned by the Corporation, the improvements on the Units, the Common Property and the Managed 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.
- (g) The Common Expenses set forth in each assessment 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;
- (h) 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 assessment payment first due;
- (i) The Corporation shall, on the application of an Owner or any person authorized in writing by him, Purchaser or Mortgagee, certify:
  - (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;
- (j) Upon the written request of an Owner, purchaser or mortgagee of a Unit the Corporation shall, within ten (10) days of receiving that request, provide to the person making the request one or more of the following as requested by that person:
  - (i) a statement setting forth the amount of any contributions due and payable in respect of a Unit;

- (ii) the particulars of:
    - a) any action commenced against the Corporation and served upon the Corporation;
    - b) any unsatisfied judgment or order for which the Corporation is liable; and
    - c) any written demand made upon the Corporation for an amount in excess of \$5,000:00 that, if not met, may result in an action being brought against the Corporation;
  - (iii) the particulars of or a copy of any subsisting management agreement;
  - (iv) the particulars of or a copy of any subsisting recreational agreement;
  - (v) a copy of the current budget of the Corporation;
  - (vi) a copy of the most recent financial statement of the Corporation;
  - (vii) a copy of the By-laws of the Corporation;
  - (viii) a copy of any minutes of proceedings of a general meeting of the Corporation or of the Board;
  - (ix) the particulars of any post tensioned cables that are located anywhere on or within the property that is included in the condominium plan;
  - (x) a statement setting forth the amount of the capital replacement reserve fund;
  - (xi) a statement setting forth the amount of the monthly contributions and the basis on which that amount was determined;
  - (xii) a statement setting forth the unit factors and the criteria used to determine unit factor allocation;
  - (xiii) 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;
  - (xiv) a copy of any lease agreement or exclusive use agreement with respect to the possession of a portion of the common property, including a parking stall or storage unit
- (k) Notwithstanding anything to the contrary hereinbefore contained, during the initial stages of development until the Developer has sold out and

transferred ownership of 95% of the Units or prior to the third annual general meeting being convened, whichever is the latter, the following provisions will apply (which may be waived by the Developer):

- (i) The Corporation will cause to be prepared an interim statement of anticipated Common Expenses excluding the replacement reserve fund, which may be revised and sent to the Owners every three (3) months;
- (ii) The Owner or occupier of a Unit shall pay to the Corporation on the first day of each month, commencing on the first day of the month next following receipt by the Owner or occupier of Notice of Estimated Monthly Assessment, the amount of the estimated monthly assessment towards Common Expenses for which his Unit is responsible;
- (l) No assessment of Common Expenses shall be levied against the Development as Owner of a Bare Land Unit until completion of construction of a residential building thereon and it is used for is ready to be used for residential purposes.
- (m) The Corporation shall reimburse the Developer for any Common Expenses incurred and paid by the Developer and the Developer shall be entitled to set-off from any assessments against the Developer as Owner of any of the Units any amount payable by the Corporation to the Owner with respect to Common Expenses until completion of construction of a residential building on the Unit and the building is used or ready to be used for residential purposes;
- (n) The omission by the Corporation to fix the assessments hereunder for the next ensuing fiscal year or other period provided for herein, shall not be deemed a waiver or modification in any respect of the provisions of these By-laws or release of the Owner or Owners from their obligation to pay the assessments or special contributions, or any instalments thereof for any year or period, but the assessments fixed from time to time shall continue until new assessments are fixed.
- (o) The Board or the Manager supplying any documents required to be provided in these By-laws or under 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 assessments or contributions towards the Common Expenses will be insufficient to meet the Common Expenses, the Corporation may assess and collect a special contribution or contributions 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 contribution shall be determined and assessed against the

Owners in proportion to their Unit Factors. All such special contributions shall be payable within ten (10) days of the due date for payment as specified in the notice and if not paid shall bear interest at the Interest Rate from the due date until paid.

#### 49. - DEFAULT IN PAYMENT OF ASSESSMENTS

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

- (a) The Corporation shall and does hereby have a lien on and a charge against the estate or interest of any Owner for any unpaid contribution, assessment, instalment or payment due to the Corporation, which lien shall be a lien against such estate or interest subject only to the rights of any registered mortgagee and any municipal or local authority in respect of unpaid realty taxes, assessment or charges of any kind against the Unit title or interest of such Owner. The Corporation shall have the right to file a caveat or encumbrance against the Unit title or interest of such Owner in respect of the lien or charge for the amount of such unpaid contribution, assessment, instalment or payment as hereinbefore mentioned, and for so long as such unpaid contribution assessment, instalment or payment remains unpaid, provided that each such caveat or encumbrance shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. As further and better security, each Owner responsible for any such unpaid contribution, assessment, instalment or payment which is in arrears for more than thirty (30) days, shall give to the Corporation a mortgage or encumbrance for the full amount thereof and all contributions, assessments, instalments and/or payments, and interest thereon at the Interest Rate from the due date or dates for payment of the same, and the Corporation shall be entitled to enforce its lien, charge and security and pursue such remedies as may be available to it at law or in equity, from time to time;
- (b) Any other Owner or person, firm, or Corporation whatsoever may pay any unpaid contribution, assessment, instalment or payment after the expiration of thirty (30) days following the due date for payment by the Owner in default, with respect to a Unit, and upon such payment, such party, person, firm or Corporation shall have a lien, subject to the estates or interests hereinbefore mentioned and shall be entitled to file a caveat or encumbrance in respect of the amount so paid on behalf of the Owner in default, and shall be entitled to enforce his lien, thereby created, in accordance with the other terms and conditions of this provision;
- (c) Notwithstanding and in addition to any other term, condition or provision herein contained or implied, each unpaid contribution, assessment, instalment or payment shall be deemed a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and collectible as such. Any action, suit or proceeding to recover such debt or to realize on any judgment therefor shall be maintainable as a separate action, suit or proceeding without foreclosing or waiving the lien, charge or security, securing the same;
- (d) In the event of any assessment against or instalment or payment due from

an Owner remaining due and unpaid for a period of ninety (90) days, the Board may give notice of such default to all mortgagees having an interest in such Owner's Unit who have notified their interests to the Corporation;

- (e) In the event of any assessment against or instalment or payment due from an Owner remaining due and unpaid for a period of thirty (30) days, the Board, at its election, may accelerate the remaining monthly contributions, assessments, 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 no such acceleration shall affect the interests of or be binding upon any registered mortgagee;
- (f) All reasonable costs of the Manager and legal costs and disbursements incurred by the Corporation in registering and discharging a caveat or in any way securing its interests hereunder shall constitute a payment due the Corporation.

#### 50. - ESTOPPEL CERTIFICATE

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

Until all Units have been sold by the Developer, Estoppel Certificates and such other documents required to be given pursuant to the By Laws and the Act, shall be provided to the Developer upon request at no charge to the Developer.

#### 51. - LEASING OF UNITS

In the event that any Owner desires to lease or rent his Unit he shall furnish to the Corporation an undertaking, in form satisfactory to the Corporation, signed by the proposed lessee or occupant, that the proposed lessee or occupant of the Unit will comply with the provisions of the Act and of the By-laws of the Corporation. The 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;

The Corporation is authorized to:

- (a) impose and collect deposits under Section 53 of the Act;
- (b) give notices to give up possession of residential units under Section 54 of the Act;
- (c) make applications to the Court under Sections 55 and 56 of the Act.

**52. - SEVERABILITY**

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

**53. - NOTICES**

Unless otherwise expressly provided in these By-laws, service of any notice required to be given under the Act or under these By-laws shall be well and sufficiently given if sent by prepaid registered mail to the Owner at the address of his Unit or if left with him or some adult person at the said address or to the Corporation at its address for service shown on the Condominium Plan, or to a mortgagee at its address supplied to the Corporation. Any notice given by post shall be deemed to have been sent and received forty eight (48) hours after it is posted. An Owner or a mortgagee may at any time in writing advise the Corporation of any change of address at which notices shall be served or given and thereafter the address specified therein shall be deemed to be the address of such Owner or a mortgagee, as the case may be, for the giving of notices. The word "notice" shall include any request, statement or other writing required or permitted to be given hereunder or pursuant to the Act or these By-laws.

**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.

**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.

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

**57. - ALTERNATE BOARD REPRESENTATIVE**

A representative of a company on the Board may appoint any person whether another Owner or not and whether a member of the Board or not to serve as his alternate representative on the Board and as such to attend and vote in his stead at meetings of the Board and to do anything specifically provided for in these By-laws. Such alternate shall, if present, be included in the count for quorum and if he be a member of the Board he shall

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

#### 58. - EXCLUSIVE USE

- (a) The Board may grant to an Owner a lease under Section 50 of the Act, or grant to the Owner the right to exclusive use and enjoyment of any other portion of the Common Property, or special privileges in respect thereof, and on such terms with respect to maintenance thereof as the Corporation may direct, but any such grant shall be determinable on reasonable notice, unless the Corporation by Unanimous Resolution otherwise resolves.
- (b) If an Owner shall fail to maintain any Exclusive Use Area assigned to him by the Board, after ten (10) days notice to him to correct any deficiencies 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.

#### 59. - REALTY TAXES

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

#### 60. - INDEMNIFICATION OF OFFICERS AND MANAGERS

The Corporation shall indemnify every manager, officer or employee and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a 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 gross negligence or wilful misconduct. 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 Fifteen Thousand (\$15,000.00) Dollars, 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 member, member of the Board or person from whom the Corporation may receive any property or funds or 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 or manager while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation; and
- (b) any member or manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and
- (c) members of the board may receive an annual honorarium, stipend or salary established pursuant to By-law 5(n).

**62. - USE AND OCCUPANCY RESTRICTIONS**

- (a) In this by-law,
  - (i) "occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;
  - (ii) "Owner" includes a tenant or guest;
- (b) An Owner shall not:
  - (i) use his Unit or any part thereof for any commercial or professional purposes or for any purpose which may be illegal or injurious to the reputation of the condominium project or for a purpose involving the attendance of the public at such Unit;
  - (ii) use or permit the use of his Unit other than as a single family dwelling or for a purpose other than for residential purposes;
  - (iii) keep or allow any animal, livestock, fowl or pet of any kind (other than birds, fish or small animals restrained at all times inside the Building on the Unit) at any time to be in the Unit or on the Common Property or the Managed Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold or, if given, withdraw any time on seven (7) days notice. All dogs approved must be hand leashed and kept under control at all times;
  - (iv) except for professional designed "For Sale" signs, erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or in or

about any Unit without the prior approval of the Board;

- (v) make or permit noise in or about any Unit or the Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners;
- (vi) do any act or permit any act to be done, or alter or permit to be altered his Unit in any manner, which will alter the exterior appearance of the Building on his Unit or any other Units;
- (vii) permit laundry to be hung outside the building on a Unit;
- (viii) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping or eating accommodation) on the Unit, Common Property or Managed Property or on any exclusive use area without the prior approval of the Board;
- (ix) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of the building on a Unit or on the Common Property or on the Managed Property or on the Parcel or real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first had and obtained.
- (x) store any combustible, inflammable or offensive goods, provisions or materials on a Unit, on the Managed Property or on the Common Property;
- (xi) do anything or permit anything to be done on a Unit, the Managed Property or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- (xii) do anything or permit anything to be done by any occupier of his Unit in his Unit, or the Common Property or the Managed Property that is contrary to any statute, ordinance, By-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;
- (xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns nor place chairs, tables, children's games or toys or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally on any Unit,

the Managed Property or the Common Property;

- (xiv) deposit customary refuse and garbage outside his Unit other than in proper garbage containers or as directed by the Board;
- (xv) permit any member of his household, guests, invitees, licensees, agents or visitors to trespass on an other Owner's property or on any part of the Common Property or Managed Property to which another Owner is entitled to exclusive occupation;
- (xvi) use any part of the Common Property or Managed Property other than his parking area designated by the Board or the Condominium Plan for the parking of any motor vehicles except in accordance with permission in writing from the Board;
- (xvii) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, motor homes or equipment to be parked or stored other than in an area designated by the Board;
- (xviii) keep outside of his garage either on his Unit or on the Common Property or Managed Property any private passenger automobile which is not in operating condition and being used from day to day;
- (xix) drive any motor vehicle on the Common Property at a speed in excess of 15 kilometres per hour;
- (xx) obstruct or permit any entry, roadway, walkways or driveways or parking areas to be obstructed by his family, guests or visitors;
- (xxi) allow his Unit or Exclusive Use Areas assigned to him to become unsanitary or unsightly in appearance;
- (xxii) allow the area on or around the Unit or Managed Property to become untidy. The Board shall be at liberty to remove any rubbish or clean up the Unit, Common Property or Managed Property to its satisfaction and charge the expense to the Owner;
- (xxiii) allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the building on a Unit when not in actual use and each Owner will comply with all reasonable requests of the Board or its representative that all household or personal effects or articles, including toys and similar belongings to an Owner's household, be put away inside the building on a Unit when not in actual use;
- (xxiv) make or cause to be made any structural, mechanical or electrical alterations or additions to the building on a Unit or any load bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized

representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

- (xxv) fail to observe and abide by all rules and regulations established from time to time by the Board or Manager with respect to the use of any storage facilities or parking;
  - (xxvi) except for the Developer in completing its development on the Parcel, permit a contractor or workman to do any work in his Unit that would disturb any residents between the hours of 6:00 p.m. and 8:00 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board.
- (c) The Board shall make such policy statements and rules as are required to clarify the general restrictions in this By-law and those policy statements and rules shall have the same force as any By-laws of the Corporation provided such policy statements and rules are passed by a clear majority of the Board. The Board shall further inform all Owners of those policy statements and rules through such means as the Board deems proper.
  - (d) An Owner shall ensure that his occupants, family, invitees and licensees comply with those requirements that the Owner must comply with under this By-law.

63. - AMENDMENT OF BY-LAWS


These By-laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise and the Corporation shall cause to be prepared and distributed to each mortgagee who has notified its interest to the Corporation a notice or memorandum of any proposed amendments, addition or repeal thirty (30) days prior to the date of any such Special Resolution and thereafter provide each such mortgagee with a copy of any registered amendment, addition or repeal.

ENACTED this 31 day of January, 2008.

CONDOMINIUM CORPORATION  
NO. 072 8456

Per: \_\_\_\_\_

Per: \_\_\_\_\_





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