

Director of Cooperatives Consumer Services Division **Consumer Programs** 

3rd Floor, Commerce Place Mail Station 3C, 10155 - 102 Street Edmonton, Alberta Canada T5J 4L4

Telephone 780-415-2186 Fax 780-427-3033 www.servicealberta.ca

File No. 227953718

January 14, 2016

Ms. Pam Iriye, Property Manager The Communitas Group #200, 12120 - 106 Avenue Edmonton, AB T5N 0Z2

Dear Ms. Iriye:

Grandin Green Strata Title Housing Co-operative Re:

**Bylaw Amendments** 

The statutory declaration repealing and replacing Bylaw Two of Grandin Green Strata Title Housing Co-operative Ltd has been filed as submitted. Stamped copies of the declaration and Bylaw Two are enclosed for your records.

The bylaws come into force on the date they are made, or on any later date specified in the bylaws or in the resolution adopting them.

If you have any questions please call me at (780) 415-2186.

Sincerely,

Jodi Morris

**Director of Cooperatives** 

**Enclosures** 

## **Capture Microfilm/Electronic Attachments - Proof of Filing**

## Alberta Amendment Date: 2016/01/14

**Service Request Number:** 24504390 **Corporate Access Number:** 227953718

Legal Entity Name: GRANDIN GREEN STRATA TITLE HOUSING CO-OPERATIVE

LTD.

Legal Entity Status: Active

### Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Cooperative Association Act Documents	10000698000042263	1998/08/07
Annual Return Form	10000200000310096	2001/02/20
Q Form	10000000000310097	2001/02/20
Q Form	10000500000310090	2001/02/20
Annual Return Form	10000900000310093	2001/02/20
Bylaws	10000900000572018	2001/04/12
Bylaws	10000700000572019	2001/04/12
Cooperative Association Act Documents	10000799000174993	2001/06/25
Annual Return Form	10000700000572415	2002/04/05
Q Form	10000400000572412	2002/04/05
Annual Return Form	10000500000570752	2003/01/31
Annual Return Form	10000100000575916	2004/05/17
Statutory Declaration	10000700000574438	2005/01/10
Cooperatives Act Documents	10000300000574435	2005/01/10
Articles of Continuance	10000800000574701	2005/01/10
Bylaws	10000700000574594	2005/06/14
Bylaws	10000000000574597	2005/06/14
Annual Return Form	10000900000576610	2005/07/27
Annual Return Form	10000904100545244	2006/06/29
Annual Return Form	10000900000571349	2007/05/17
Bylaws	10000407103668445	2008/04/21
Annual Return Form	10000407103668488	2008/06/02
Statutory Declaration	10000307103668969	2009/04/20
Statutory Declaration	10000507103669190	2009/06/05
Annual Return Form	10000607103668944	2009/06/11



# Statutory Declaration Amendment(s) to Bylaws

Cooperatives Act

At an annual/general meeting of the	Grandin Green Strata Title Housing Co-operative Ltd.
	Name of Cooperative
held on the 22 day of Tun F  Monthly	it was moved, seconded and carried that the
following amendment(s) to the cooperative:	
Bylaw Two of the Cooperative is repealed and a	eplaced with Bylaw Two attached hereto.
	·
•	
	•
Affid	avit of Execution
1 Russ T STEWAR	Theing the PRESIDENT  Position Held:
	mendment(s) to the bylaws of this cooperative was/were
passed at a general meeting of the coopera	tive held on the 2015
at EDMONITON	in the Province of <u>OALBERTA</u>
/City/Town/Village	
	Signalue of Applicant
DECLARED:before me:at	1 Jacobs
Edwarton Alberta	A:Commissioner for Oaths/Notary/Public in and for the Province of Alberta
City/Town/Village Province	
this 11 day December 15	Jeannette Jacques
(month/year)	Print Name
·	Explry Date of Dominission (mm/dd/yyyy):
WARNING: Affalse declaration consultes	alcriminalionence and apprinishable by law Arny lapplication
	asultimitheisuspensionioi cancellation ontheiregistration
This information is being callected for the pumoses Questions about the collection of this information a Coordinator for the Alberta Government, Box 3140, E	of torporate registry records in accordance with the Cooperatives Act. In the directed to the Freedom of Information and Protection of Privacy Idmonton, Albeita TSJ 267, (789) 427-5210.
SA0126(2009/02)	Commissioner for Oaths in

and for the Province of Alberta
My Commission expires Jan. 1, 20:/7

JAN 1 4 2016 -

FILED

SERVICE ALBERTA

## GRANDIN GREEN STRATA TITLE HOUSING CO-OPERATIVE LTD.

## BYLAW NUMBER TWO WITH CONSOLIDATED AMENDMENTS TO MAY, 2015

A BYLAW DEALING
WITH THE
ADMINISTRATION AND MANAGEMENT
OF THE
PROPERTY OF MEMBERS
AND
THE PROPERTY AND PROPERTY INTERESTS
OF THE COOPERATIVE

### ARTICLE 1 - DEFINITIONS

- 1.1 In Bylaw Number Two of the Cooperative the following meanings shall apply:
  - 1.1.1 'Act' means The Cooperatives Act S.A. 2001 Chapter c-28.1, as amended and any Act passed in substitution therefor;
  - 1.1.1A "Appraisal" and "Appraisals" means the appraisals obtained by the Board from time to time from a qualified appraiser of real property for the full replacement value without depreciation of the Buildings on the Cooperative Lands and all other property of the Cooperative, excluding Owner Upgrades (as defined herein);
  - 1.1.2 'Board' means the Board of Directors of the Cooperative and 'Directors' has the same meaning.
  - 1.1.3 'Buildings' means all buildings and improvements, whatsoever, now or hereafter erected or located on or affixed to the Cooperative Lands, all parking structures, or lots, and all common facilities, whether or not buildings or improvements or any portion thereof are located within the boundaries of any of the strata lots, excluding Owner Upgrades (as defined herein);
  - 1.1.4 'Cooperative' means Grandin Green Strata Title Housing Co-operative Ltd. and includes 'Co-op';
  - 1.1.4A 'Cooperative Lands' means the land legally described as Lot 84A, Block 10, Plan 002 3152;
  - 1.1.4B 'Covered Claim' means a claim covered by the property insurance and/or the liability insurance policies obtained or maintained by the Cooperative pursuant to Article 11.1 or Article 11.4 of these Bylaws;
  - 1.1.5 (i) 'Day' means an interval of 24 continuous hours.
    - (ii) A 'business day' is defined as a day that begins at midnight local time and is other than Saturday, Sunday, statutory holidays and holidays declared by the City of Edmonton.
    - (iii) A 'day' for the purpose of reserving the Guest Suite is a day that begins at noon local time.

- 1.1.5A 'Deductible Insurance' shall mean insurance coverage obtained by Owners which indemnifies Owners for any amount payable to the Cooperative in respect of a deductible payable by the Cooperative in relation to a Covered Claim;
- 1.1.6 'Discrimination' is any act or omission based on race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status, source of income, occupation, sexual orientation or political belief when that act or omission results in rejection or termination of membership.
- 1.1.7 'Lender' means a financial institution or person who has loaned money to the Cooperative secured by way of a mortgage or charge on the property owned by the Cooperative or a financial institution or person who has loaned money to an Owner of a 'Suite' secured by way of a mortgage or charge on the Suite.
- 1.1.8 'Member' means a person or persons who has/have been accepted as a Member and includes "Shareholder", "Joint Member", and "Joint Shareholder". An Owner shall be deemed to be a Member and shall have all of the obligations of a Member;
- 1.1.9 'Owner' means a registered owner of a Suite, as recorded at Alberta Title Registry. A Member shall be deemed to be an Owner and shall have all of the rights and obligations of an Owner;

#### 1.1.10 'Owner Upgrade' means:

- All personal property of every Member and every occupant of each Suite of every kind and description, including all appliances, all vehicles, and the contents of each Member's storage locker and balcony;
- (ii) All fixtures in every Suite and the balconies of every Suite, including all finishing, cabinetry, counters, doors, trim, hardware, plumbing pipes, plumbing valves and fixtures, and lights and electrical fixtures, gas fixtures, decorations, flooring, carpet, flooring underlay, soundproofing, ceiling and wall coverings, but excluding all windows, exterior and interior walls (including the plumbing pipes, gas, HRV Unit, electrical and other wiring therein), entrance door(s) of the Suites and balconies, ducts and vents. Notwithstanding the foregoing, electronics and communications devices, plumbing valves and fixtures, and similar devices installed in exterior walls or interior walls by or at the request of a Member, Owner or occupants of a Suite shall be deemed to be Owner Upgrades.
- 1.1.11 'Policy' means a Policy of the Cooperative created in accordance with the Bylaws and includes 'Policies';
- 1.1.12 'Project' means the Cooperative Lands and the buildings and improvements thereon but does not include any exception to the title to the aforementioned land resulting from the creation of titles to strata spaces shown on any strata space plan registered at the Land Titles Office for the North Alberta Land Registration District.
- 1.1.13 'Project Property' means and includes all property, assets and undertaking, present and future, real or personal, owned, leased or used by the Cooperative or at the request of the Cooperative in respect to the Project including the Cooperative Lands, the Buildings, including those portions thereof located within the air space boundaries of any of the Strata Lots, but does not include Owner Upgrades.
- 1.1.14 'Special Resolution' means a resolution passed by a two-thirds (2/3) majority of the Members entitled to vote who are present in person at a General Meeting of which not less than ten (10) days written notice specifying the intention to propose the resolution as a Special Resolution has been duly given;

- 1.1.15 'Suite' means a lot created by the registration of strata space plan #002 4925 and includes the word 'Home';
- 1.1.16 'Year' means calendar year unless the context otherwise requires.
- 1.2 The words 'herein' and 'hereof' when used in any article or part of the Bylaws relate to the entire bylaws and not to that article or part only.
- 1.3 The headings of these Bylaws are for convenience of reference only and do not form any part of them and in no manner modify, interpret or construe the Bylaws between the parties.

## ARTICLE 2 - MANAGEMENT

- 2.1 The Cooperative shall operate and manage the Project and may from time to time make such reasonable Bylaws and Policies as it shall deem necessary for the operation and management and may take such steps as it thinks appropriate for the enforcement of such Bylaws and Policies.
- 2.2 The Cooperative shall establish and maintain a Replacement Reserve Fund to be used for the repair or replacement of the Project Property which for greater certainty shall exclude Owner Upgrades. In considering the amount of such reserves the Cooperative shall consider the physical state of the Project Property. At least once every five years the Cooperative shall conduct a replacement reserve study to determine the state of the Project Property and the required annual contribution to and expenditures from the Funds.
- 2.3 The Board of Directors shall report promptly, via a suitable mode of communication, to the membership of the Cooperative any problems that are discovered as to the physical structure of the Project Property. The Board shall obtain the advice of architects, engineers, contractors, or tradesmen whenever it thinks such advice is appropriate.

## ARTICLE 3 - MEMBERSHIP IN COOPERATIVE

- 3.1 Each Member must be in general agreement with the objectives of the Cooperative and must abide by its Articles of Incorporation, Bylaws and Policies as those are established or amended from time to time by the Cooperative.
- 3.2 Each Member must obey and observe the Cooperative's Articles of Incorporation, Bylaws and Policies, and must ensure that the family, employees, invitees and tenants of the Member do the same. The Cooperative shall not be liable to the Member for the non-observance or violation of any such Article, Bylaw or Policy by any person.

#### 3.3 Member must not

- 3.3.1 do or permit to be done anything in his or her Suite or in the Project that will increase the cost of fire or other insurance on the Project;
- 3.3.2 do or permit to be done anything that will increase the risk of fire or other property damage to his or her Suite or to the Project;
- 3.3.3 interfere with the rights, including quiet enjoyment of property, of other Members of the Cooperative nor unreasonably cause or permit any noise or vibration to emanate from his or her Suite which will disturb any other Member nor unreasonably cause such noise to emanate from the Project;
- 3.3.4 obstruct, or cause to be obstructed, the corridors, foyer, stairwells, pathways, driveways or other areas of the Project to which all Members of the Cooperative are allowed access. **ARTICLE 4 USE OF SUITE**

- 4.1 Without the prior written consent of the Cooperative, given through the Board (which consent shall not be unreasonably withheld), no Member shall occupy or use his or her Suite or permit his or her Suite or any part of it to be occupied or used for any purpose other than as a private residential dwelling for the Member and the family of the Member. Use of the Suite or any part of
  - it for any purpose other than as a private dwelling for the Member and the family without the prior consent of the Cooperative shall be considered a lease of the Suite by the Member. Failure to comply with this Article shall be deemed to be a sustained breach of the Bylaws and shall constitute grounds for termination of Membership in accordance with Article 8 of Bylaw #1.
- 4.2 Whenever a Suite is owned by a Corporation, partnership, trust or other entity, an agent of such entity must designate a particular couple or person who, together with their family and domestic employees, shall be entitled to the use of the Suite in accordance with the provisions of this Bylaw. All such designations shall be subject to the approval of the Board of Directors and shall be treated in the same manner as provided in Article 5 hereof for a lease of the Suite.
- 4.3 A Member may keep pets in his or her Suite, provided the Member abides by all municipal regulations with regard to the keeping of such and must ensure that his/her pets do not interfere with the quiet enjoyment of other Members.
- 4.4 The toilets, sinks, tubs, drains and other water apparatus in a Suite must not be used for any purpose other than those for which they were constructed.
- 4.5 The following may not be stored or used in Suites (including balconies), parking areas and storage areas except as noted:
  - Gasoline, kerosene, propane and similar liquids and gases that are commonly available and whose principal intended uses are based on their highly combustible and'/or volatile and or explosive nature. Exceptions shall be a) gasoline and diesel fuels in automobiles, motorcycles and similar vehicles, b) no more than three single-trip/non-refillable cylinders of propane may be stored inside a suite (including balconies), c) small quantities of liquids (not propane) for camp stoves, and d) cigarette and barbecue lighters;
  - (ii) Dynamite, dynamite, fuses, fireworks and similar materials and devices whose principal intended use are based on their highly combustible and/or explosive nature. Exceptions shall be made in accordance with common everyday activities and materials including matches;
  - (iii) Hydrogen gas, sodium metal and other uncommon materials that are highly combustible and/or explosive when exposed to materials (e.g. air and water) or circumstances (e.g. hot stove element, open flame) common to a residential environment;
  - (iv) Materials that might reasonably be deemed offensive to others.
  - 4.6 No signs, billboards, notices or other advertising matter of any kind, other than signs expressing a political preference during an election, shall be placed on any exterior wall or window of a Suite without the prior written consent of the Board. It shall be at the sole discretion of the Board whether or not it grants such consent. The Board may withdraw its consent at any time on fifteen (15) days notice to the Member.
  - 4.7 Material that is pornographic, racially insensitive, that denigrates an individual or class of individuals or is otherwise generally deemed offensive may not be displayed anywhere in the Project where it may be seen by others and cause offence.
  - 4.8 No television, LCD screen, projector, antenna, dish, aerial, tower or similar structure or appurtenances thereto shall be erected on or fastened to the outside of any Suite except with the prior written consent of the Board. The Board may arbitrarily withhold approval or,

- if approval has been given, may withdraw such approval at any time on fifteen (15) days notice to the Member.
- 4.9 Nothing may be thrown out of the windows or doors or off the balconies of any Suite.
- 4.10 Each Member must ensure that any garbage that is wet or could degrade to give off odours is tightly wrapped and tied to prevent release of liquids or odours before it is placed in any garbage

bin. Dry garbage materials must be deposited as directed by the Board into the garbage, recycling or refundable materials containers.

## ARTICLE 5 - LEASE OF SUITE

- 5.1 Each Member agrees not to lease all or any part of his or her Suite without the prior written consent of the Board. It shall be at the sole discretion of the Board whether or not it grants such consent.
- 5.2 If a Member wishes to lease all or any part of his or her Suite, the Member must first request permission of the Board. The Member must deliver to the Board a copy of the lease for which approval is requested and such information about the proposed lessee and the terms of the lease as the Board shall reasonably require. It shall be a term of any such lease that the lessee shall agree in writing to perform and comply with the terms of this Bylaw, such written agreement to take the form specified by the Board at the time of granting consent. Notwithstanding any such lease, the Member shall remain responsible for payment of Co-op monthly fees. The Member shall appoint the Board as the attorney and agent of the Member with respect to the Lease and the Board shall have the right, should it so choose to exercise such right, to terminate the lease or to collect rents from the lessee or to exercise any other right of the Landlord under the lease.
- 5.3 No executor, administrator, trustee, personal representative, receiver, or anyone to whom a Member's interest in his or her Suite shall pass shall be entitled to lease all or any part of the Suite except upon the terms set out in this Bylaw.

#### ARTICLE 6 - SALE OF SUITE

- 6.1 No Member shall list for sale, sell, transfer or otherwise dispose of all or any part of the title to his or her Suite without first giving to the Board and the Cooperative's property manager, ten (10) days written notice of his or her intention to do so. Upon acceptance of an Offer to Purchase the Member must, within fourteen (14) days, provide the Board and the Cooperative's property manager with the name, address, and telephone number of the Purchaser and the proposed closing date of sale.
- It shall be a condition of every sale, transfer or other disposition of all or any part of a title to a Suite that the obligation of the Purchaser are conditional upon the approval by the Board of the Purchaser's application for membership in the Cooperative. No Member shall sell, transfer or otherwise dispose of all or any part of a title to a Suite to anyone who has not been accepted for membership by the Board. The Board may accept or reject the Application. Subject to laws of general application as to discrimination, the Board may refuse membership, notwithstanding that the applicant holds title to a Suite if, in the opinion of the Association:
  - 6.2.1 the applicant does not intend to reside in the Suite;
  - 6.2.2 the applicant will not agree to abide by the Articles of Incorporation, Bylaws and Policies of the Cooperative;
  - 6.2.3 the presence of the applicant would be detrimental to the well-being of other Members of the Cooperative;
- 6.3 Prior to a Member transferring titles of a Suite to a new approved Member, the Member shall endorse his or her share certificates respecting Class A Membership Shares and Class B shares and

- present such to the Cooperative. Upon receipt of the endorsed share certificates or upon cancellation of the share certificates, and the deposit for the shares from the new approved Member, the Cooperative shall make payment to the departing Member.
- 6.4 Any Member who sells, transfers or otherwise disposes of all or any part of a title to a Suite to anyone who has not been accepted for membership by the Cooperative shall not, despite the provisions of Article 6.3 of this Bylaw, be entitled to payment of any money owing to him or her
  - from the Cooperative for sale of his or her shares to the Cooperative and the Cooperative shall retain such payment until title to the Suite belongs to a Member of the Cooperative.
- 6.5 Prior to the move-out of a Member, the Board shall schedule an inspection with the Member to inspect any portion of the Project either leased (parking stalls and the storage area) or used exclusively under license (balconies) by the Member.
- 6.5.1 The Board or the Cooperative's property manager shall evaluate any damage and inform the Member of any work to be completed to remedy such damage.
  - 6.5.2 The Cooperative reserves the right to arrange for the work and charge the cost of the work back to the Member.
- 6.6 No executor, administrator, trustee, personal representative, receiver or anyone to whom a Member's interest in his or her Suite shall pass shall sell, transfer or otherwise dispose of all or any part of the title to the Suite except upon the terms set out in this Bylaw but this provision shall not prevent the transfer of all or any part of the title into the name of the executor or administrator of the Member upon the death of the Member.

## ARTICLE 7 - LEASES AND LICENSES

- 7.1 The Cooperative shall lease to the Owners of each Suite a stall for parking of operational motor vehicles. The lessee shall honour the terms of the lease. The lease shall exist as long as the lessee is an Owner but the lease shall terminate and all rights of the lessee, and those of anyone claiming through the lessee, to exercise any of the rights granted by the lease shall cease once the lessee is no longer an Owner. The lease may not be assigned without the prior written consent of the Board.
- 7.2 An Owner may purchase the right to lease a second or third parking stall if such stall is available. The lessee shall honour the terms of the lease. The lease shall exist as long as the lessee is an Owner but the lease shall terminate and all rights of the lessee, and those of anyone claiming through the lessee, to exercise any of the rights granted by the lease shall cease once the lessee is no longer an Owner. The lease may not be assigned without the prior written consent of the Board.
- 7.3 Upon termination of a parking stall lease, control of the parking stall(s) covered by the lease shall revert to the Cooperative.
  - 7.3.1 When an Owner is selling a Suite the Owner shall include in the sale the right to lease a parking stall.
  - 7.3.2 When an Owner holds the right to lease additional parking stalls, and is selling his/her Suite, he/she may either sell the right to lease one, or more, to an existing Owner or include them in the sale.
  - 7.3.3 When an Owner is selling a Suite the Owner must not associate specific stall number(s) with his/her Suite.
- 7.4 A parking stall may not be rented to a person who is not a resident in the Suite of an Owner.
- 7.5 The Cooperative shall lease to the Owner of each Suite a storage area. The lessee shall honour the terms of the lease. The lease shall exist as long as the lessee is an Owner. The lease shall

- terminate and all rights of the lessee, and those of anyone claiming through the lessee, to exercise any of the rights granted by the lease shall cease once the lessee is no longer an Owner. The lease may not be assigned without the prior written consent of the Cooperative.
- 7.6 The Cooperative also grants to each Member and those invited by that Member, but not to any others, a license to use the balcony or balconies connected with that Member's Suite. The Member agrees to exercise such licence in accordance with the Articles of Incorporation, Bylaws and Policies of the Cooperative, as they exist from time to time. No personal belongings or other goods and chattels shall be stored on the balcony except those that may be permitted by the Cooperative.
- 7.7 The Cooperative also grants to each Member and those residing with that Member in that Member's Suite and to invitees of the Member but not to any others, a license to use the internal and external amenities. Each Member agrees to exercise such licence in accordance with the Articles of Incorporation, Bylaws and Policies of the Cooperative as they exist from time to time.
- 7.8 Each Member, by performing and observing the covenants and conditions contained in this Bylaw shall peaceably hold and enjoy all the licences hereby granted without hindrance or interruption from the Cooperative or any person claiming through, under or for the Cooperative. The licences of each Member shall exist as long as that Member is a Member of the Cooperative. All rights of that Member, and those of anyone claiming through that Member, to exercise any of the licences listed in this Bylaw shall cease once that Member is no longer a Member of the Cooperative.

#### ARTICLE 8 - CO-OP MONTHLY FEES

- 8.1 Each Member agrees to pay to the Cooperative a pro rata share of the estimate of money deemed necessary by the Cooperative to manage and operate the Project (herein referred to as "Co-op monthly fees") at the times and in the manner decided by the Cooperative from time to time and without deduction or set-off for any claim that Member may allege against the Cooperative.
- The pro rata share to be paid by each Member shall be as set out in the encumbrance on the title of each Suite.
- 8.3 The estimate of money contemplated in Article 8.1 shall be determined from time to time by the Membership of the Cooperative and shall include, but shall not be limited to, the cost of common area property taxes, utilities, maintenance, management, repair, replacement, insurance, mortgage payments, administration, education and reserve funds for future repair and replacement, legal fees and accounting fees.
- 8.4 Should a quorum not be present for two consecutive meetings of the General Membership called to approve the Annual Operating Budget and Co-op monthly fees, for which notice was given in accordance with Bylaw 1, Clause 9.4.1, the Board of Directors shall have the authority to set the Annual Operating Budget and Co-op monthly fees.
- 8.5 Once the Annual Operating Budget and Co-op monthly fees are approved, the Cooperative shall give each Member at least 30 days written notice of the monthly Co-op fees which shall be payable during the following calendar year.
- 8.6 Should any Member fail to pay any Co-op monthly fees when due, the Member shall also be liable for interest at the prime lending rate of Credit Union Central of Alberta as set from time to time plus 2%. The Cooperative shall be entitled to take the amount of any overdue payment and interest thereon from the Share Capital Account of the Member.
- 8.7 The Cooperative shall and does have a lien and charge upon and against the estate or interest of the Owner for any unpaid assessment, instalment or payment (including interest or arrears) due to the Cooperative in respect of the Suite, which lien shall be a first paramount lien against such estate or interest, subject only to the rights and priorities of the Lender under any mortgage registered against such Suite prior to the date that the assessment, instalment or payment fell due and the rights of any municipal or local authority in respect of unpaid realty taxes, assessments or levies of

any kind against the Suite, or the title or interest of such Owner, but subject also the provisions of the Act and the Land Titles Act of Alberta. The Cooperative shall have the right to file a caveat against the title to the Suite or interest of such Owner in respect of the lien or charge for the amount of such unpaid assessment, instalment or payment and for so

often as there shall be any such unpaid assessment, instalment or payment; provided that each such caveat shall not be registered until after the expiration of thirty (30) days following the due date for the first payment in arrears. The Cooperative shall be entitled to be paid by the defaulting Owner the costs (including without limitation legal costs on a solicitor and client basis) incurred in preparing and registering the caveat and realizing upon and enforcing the charge caveat, recovering the arrears and in discharging the caveat; and shall not be obliged to discharge any caveat until all arrears of the Owner (including interest and all such costs) are fully paid.

- 8.8 Notwithstanding any other term, condition or provision herein contained or implied, each unpaid assessment, instalment or payment (together with interest and costs as aforesaid) shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed and such subsequent Owners as the Act may provide and collectable as such. Any action, suit or proceeding to recovery such debt or to realize on any judgment therefore shall be maintainable as a separate action, suit or proceedings without foreclosing or waiving the lien, charge or security securing the same.
- 8.9 Notwithstanding all other provisions hereof, the Cooperative's lien, charge or security provided for herein shall be subject always and subordinate to, and shall not affect the rights of the holder of any mortgage registered against a Suite prior to the recording of the Cooperative's lien or charge upon the title to the Suite; and the Board shall upon the request of such registered Lender and at the expense of the Cooperative, execute and deliver such postponements, agreements or instruments of subordination as the Lender shall reasonably require to fully and effectively establish or maintain its priority over the assessments, instalments or payments due to the Cooperative.
- 8.10 The provisions of Articles 8.6, 8.7, 8.8 and 8.9 shall also apply to any money owing from a Member to the Cooperative by virtue of Article 11 of this Bylaw.

#### ARTICLE 9 - ALTERATIONS

9.1 No Member shall make or permit to be made any alteration, improvement or addition to his or her Suite without the prior written consent of the Board, which consent shall not be unreasonably withheld. The Board may establish standards to ensure that the member's alterations do not interfere with the quiet enjoyment of other Members. The prohibition contained in this Article does not affect the normal decorating of the interior of the Suite, except for the alteration of any floor coverings, where the Suite is above another Suite. The Member must comply with the standards and scope of normal decorating as defined in the Policies.

#### ARTICLE 10 - MAINTENANCE

- 10.1 Subject to Article 10.3.1, the Cooperative shall be responsible for the repair, replacement and maintenance to the Project Property of which it is the owner which, for greater certainty, shall not include any Owner Upgrades.
- 10.2 The cost incurred by the Cooperative or any Member for any repairs, replacement or maintenance to the Project Property or Owner Upgrades made necessary by a Member's breach of a Cooperative Bylaw or Policy, or for any act or omission for which the Member would otherwise be liable at law or equity including the negligence, nuisance or carelessness of any Member or any of the Member's family, employees, invitees, tenants or anyone in law for whom the Member is responsible shall be borne by that Member.
- 10.3 The Cooperative, its representatives or agents, and workmen employed by the Cooperative, may enter any Suite when such entry is necessary to make or facilitate repairs in any part of the Project, and may remove such portions of walls, floors and ceilings as may be necessary for such repairs. The

Cooperative will normally give notice to the Member(s) before such entry but notice may be waived in the event of an emergency situation in which failure to make repairs promptly

will result in damage to other Suites or to common areas. The Cooperative shall promptly restore the Suite to its previous condition at the expense of the Cooperative.

- 10.3.1 The Cooperative may, by a resolution of the Directors or the Members, decide to repair or replace, safety, fire detection, sprinkler, electrical, gas, plumbing and heating systems or fixtures relating thereto, in one or more Suites, notwithstanding that they are part of the Owner Upgrades, at the expense of the Cooperative. Section 10.3 shall apply to facilitate these repairs and replacements.
- 10.4 Subject to Article 10.3.1, each Member shall be responsible for the maintenance and repair of all the Owner Upgrades in their Suite.

#### ARTICLE 11 - INSURANCE

- 11.1 <u>Liability Insurance</u>: The Board shall use its best efforts to obtain and maintain Commercial General Liability insurance insuring the Cooperative, the Board and the Owners against liability to third parties (including but not limited to other Owners and their invitees, licensees or tenants) incidental to the ownership, maintenance or use of the Project Property and all lands owned by the Cooperative. Limits of liability under such insurance shall be not less than \$5,000,000.00 (Five million dollars) inclusive for bodily injury and property damage, per occurrence and in the aggregate. Such limits and coverage shall be reviewed at least annually by the Board and may be increased at its discretion. Such policy or policies shall provide cross liability or severability of interest endorsements whereby the rights of a named insured under the policy or policies shall not be prejudiced as respects its, his, her, or their action against another named insured.
- 11.2 <u>Directors and Officers Insurance</u>: The Board shall also obtain and maintain Directors and Officers Liability insurance protecting the Directors, and the Cooperative's Officers (to the extent this insurance is obtainable) in connection with claims against directors and officers arising out of any act or omission by them with respect to their responsibilities to the Cooperative, in an amount of not less than \$2 million per occurrence.
- 11.3 <u>Statement of Intent regarding Property Insurance Coverage</u>: It is the intent of these Bylaws that:
  - (a) The Cooperative be responsible for the cost of obtaining insurance to the extent of the full replacement value of the Project Property as defined herein; and
  - (b) Each Owner be responsible for the cost of obtaining insurance for the full replacement value of their Owner Upgrades, as defined herein.

The purpose of mandating these obligations is to limit, to the extent possible, the "additional insurance premiums" that each Member may be required to pay for any increase in the insurance premiums paid or payable by the Cooperative caused, directly or indirectly, by any act, matter or thing done or not done by an Owner or occupier of a Suite by virtue of the Encumbrance registered against each Suite dated November 27, 2000.

- 11.4 <u>Property Insurance</u>: The Board on behalf of the Cooperative shall obtain and maintain at all times to the extent obtainable insurance on the Project Property (which for greater certainty shall exclude Owner Upgrades), to the full appraised replacement value thereof without deduction for depreciation. Without restricting the generality of the foregoing, the Board shall use its best efforts to obtain insurance which provides and includes the following:
  - 11.4.1 coverage on an All-Risk basis (including fire, extended perils), and such other perils as from time to time the Board shall deem advisable.
  - 11.4.2 coverage to the full appraised replacement value, without deduction for depreciation, of the Project Property, and which clearly provides that the Project Property includes all Buildings

- on the Cooperative's lands, all Suites, (other than Owner Upgrades) and all chattels and other property belonging to the Cooperative;
- 11.4.3 equipment breakdown insurance coverage (including boiler coverage) on a Comprehensive Policy Form basis for all building systems, pressure vessels and equipment;
- 11.4.4 a provision that no breach of any statutory condition or other condition of any policy by any Owner of any Suite or by the Cooperative shall invalidate or forfeit the insurance;
- 11.4.5 a provision that no breach of any statutory or other condition of any policy by the Cooperative or an Owner shall invalidate the policy as against any Lender in any way or to any extent;
- 11.4.6 a standard mortgage endorsement in favour of all Lenders who have notified the Cooperative of their interests in the Project Property or Suites, which endorsements shall be subject to the Cooperative's policy of insurance and Bylaws.
- 11.4.7 an insurance inflation guard endorsement providing for automatic increase of the policy coverage limits in accordance with increases in replacement cost during the policy term.
- 11.4.8 a provision that any payment by an insurer under the policy of insurance for damage or destruction to the Project Property or Suites must be paid to the Insurance Trustee.
- 11.4.9 a provision that if insurance is placed by a Cooperative and an Owner against loss resulting from destruction of or damage to the same Project Property or Suites, the insurance placed by the Cooperative shall be deemed to be first loss (primary) insurance, and the insurance placed by the Owner in respect of the same Project Property or Suite as insured by the Cooperative, shall be deemed to be excess insurance.
- 11.5 Insurance Trustee: The Board on behalf of the Cooperative shall cause the insurer who issues the Property Insurance policy pursuant to Article 11.4 to also issue an endorsement with respect to this policy which requires payment of loss or damage to Project Property to be paid to the insurance Trustee, who shall be such person or Corporation as the Board may declare from time to time (and either before or after a loss) and who will hold authority to adjust and settle losses in respect of all policies of insurance effected by the Board. If, however, no such declaration has been made, the Board of Directors shall act in the role of Insurance Trustee. Insurance proceeds realized under any policy of insurance obtained and maintained by the Cooperative against damage or loss to Project Property shall be paid to the Insurance Trustee who shall apply such proceeds to the repair and restoration of the damage or loss to the Project Property in the Suites, save as herein provided. In the event that the Cooperative is wound up or dissolved or is ordered by a court not to repair or restore the damage, then the Insurance Trustee shall apportion the proceeds among the Project Property and all Suites affected by the loss or damage in the proportion that the actual cost of the damage or loss suffered by each Suite (including loss sustained if the Project Property in the Suites cannot be repaired or restored due to wind up, dissolution, Court order or for any other similar reason) bears to the total amount of loss or damage. The Insurance Trustee shall then pay the proceeds apportioned to each Suite as follows:
  - (a) Firstly, to any Lender who has a mortgage or other encumbrance registered on the title to a Suite or the Project; and
  - (b) Secondly, to the Owner(s) of each Suite.

In making any apportionment hereunder the Insurance Trustee shall have regard to the interests of all Owners and Lenders and shall make a just and equitable apportionment. Any apportionment proposed by the insurance Trustee shall first be notified to all the Owners, all the Lenders whose mortgages are registered at the Land Titles Office or have been notified to the Cooperative, and the Cooperative; and no distribution of proceeds shall be made until after the

expiry of 30 Days after the last of such parties has been notified unless all of the parties agree in writing as to the distribution before the expiry of 30 Days. Any notice under this paragraph that is given by mail shall be given by prepaid registered mail. Any party who disputes the apportionment made by the Insurance Trustee shall notify the Insurance Trustee in writing within 30 Days of that parties receipt of notice. If no party disputes the proposed distribution the Insurance Trustee may proceed with the distribution as proposed. If any such party shall dispute the proposed distribution then the Insurance Trustee shall refer the matter to the Court of Queen's Bench of Alberta, or its successor, which shall have the authority to, by order, settle all issues concerning the distribution of insurance proceeds, and the distribution shall be settled and determined by such Court on such terms and conditions as it may deem just and equitable.

- 11.6 Appraisal: From time to time, and at least once every 5 years, the Board shall obtain an Appraisal. The Board shall make its best efforts to obtain and maintain insurance coverage for the Project Property for an amount no less than the full replacement value of the Project Property as set out in this Appraisal. Copies of this Appraisal shall be provided to Owners on request. The Members may, by Ordinary Resolution of the Members present at a meeting of Members, request that the Board attempt to obtain insurance coverage in a greater amount than the amount proposed or obtained by the Board and, in that event, the Board shall use its best efforts to amend the level of insurance coverage in accordance with this resolution.
- 11.7 Other Insurance: The Board may obtain insurance coverage for other risks or causes (and to such limits and with such endorsements) as the Board may determine or as may be determined by Special Resolution of the Cooperative;
- 11.8 Named Insureds: The Board shall use its best efforts to ensure that all policies of insurance shall include as insured all of the Cooperative, the Board, the Directors, the Cooperative's officers and employees, and all Owners. In order to comply with this bylaw, it is not necessary to list the names of the Owners but instead it shall be sufficient to use, on the policy, the phrase "the Owners from time to time of the strata lots" or any similar phrase.
- 11.9 <u>Policy Cancellation</u>: The Board shall use its best efforts to ensure that all policies of insurance provide that each policy may not be cancelled or substantially modified without at least 60 Days prior written notice to the Board and all Lenders who have notified the Cooperative of their interests in writing.
- 11.10 Copy of Policy: The Cooperative shall provide an Owner with a copy of any insurance policy which has been obtained by the Cooperative, when requested to do so by the Owner. The Owner shall pay the Cooperative's reasonable photocopying and administrative costs of doing so.
- 11.11 No Combination of Coverage: In no event shall the insurance coverage obtained and maintained by the Cooperative be combined with insurance obtained or maintained by Owners or their Lenders.
- 11.12 No Restriction on Right to Insure: Nothing in this Article shall restrict the right of Suite Owners to obtain and maintain insurance of any kind, including insurance in respect of the Ownership or use or occupation of their Suites or their personal liability.
- 11.13 <u>Mandatory Owner's Property Insurance</u>: Owners shall obtain and maintain property insurance (including coverage for fire and extended perils) on the Owner Upgrades including the personal property of the Owner, in an amount sufficient to cover any loss which may be incurred by the Owner.
- 11.14 Mandatory Public Liability Insurance: Every Owner shall also obtain and maintain public liability insurance (including insurance over all motor vehicles parked or stored on or in the Project Property), in such amount as may be set by the Board of Directors from time to time, provided that the Board shall have no duty or obligation of any kind to assess the adequacy or amount of this insurance.

- 11.15 Occupant's Insurance: Each Owner shall ensure that all occupants of the Suite (including any tenants), are either covered by the Owner's insurance, or obtain their own insurance policy, which satisfies the requirements of Articles 11.13 and 11.14.
- 11.16 Proof of Insurance: Each Owner shall, on the request of the Board of Directors, provide evidence satisfactory to the Board that the Owner has the insurance required under these Bylaws. Should an Owner fail or refuse to do so, the Cooperative may, but is not obligated to, purchase such insurance on behalf of the Owner and the Cooperative can charge the cost of such insurance to the Owner and the Owner shall pay the Cooperative the cost of such insurance.
- 11.17 Owner's Liability for Cooperative's Deductible: With respect to a Covered Claim which occurs as a result of a breach of a Cooperative Bylaw or Policy, or for any act or omission for which an Owner would otherwise be liable at law or equity including negligence, nuisance or carelessness of any Owner or any of the Owner's family, employees, invitees, tenants or anyone at law for whom the Owner is responsible:
- (a) The Owner shall indemnify and save harmless the Cooperative from, and shall pay to the Cooperative, any deductible payable by the Cooperative with respect to a Covered Claim upon receipt of an assessment from the Cooperative therefore, provided that the assessment shall not exceed \$5,000.00, or the amount of the Owner's Deductible Insurance whichever is greater, and
- (b) If the Cooperative pays a deductible referred to in subclause (a), the amount paid by the Cooperative shall be added to and deemed for all purposes to be part of the Co-op monthly fees due by the Owner to the Cooperative pursuant to Article 8 of these Bylaws, together with any legal costs incurred by the Cooperative in recovering this deductible on a solicitor and client basis.
- 11.18 Reduction of Owner's Liability for Premium Increases: The Cooperative may by an Ordinary Resolution of the Members present at a Meeting of Members direct the Board not to enforce the Cooperative's claim for "Additional Insurance Premiums" being the "amount equal to any increase in insurance premiums paid or payable by the [Cooperative] caused, directly or indirectly, by any act, matter or thing done or not done by [an] Owner or the occupier of the Suite corresponding to [a] Strata Lot" as required by clause 4.3.3 of the Encumbrance dated November 27, 2000 registered against title for each Suite.
- 11.19 <u>Liability of Cooperative and Owners to Others</u>: Nothing in these Bylaws is intended to restrict the right of the Cooperative or any Owner to recover personal injury, property damage or other losses that may have resulted from the fault (including the breach of a Bylaw, Policy or any act or omission for which the Cooperative or the Owner would otherwise be liable as law or equity including negligence, nuisance or carelessness) of the Cooperative or any Owner, or any Owner's family member, tenant, guest or invitee, except to the extent that the person against whom the claim is made is a named Insured under the Cooperative's policy of insurance.

#### ARTICLE 12 - INJUNCTION

- 12.1 The restrictions set forth in this Bylaw in respect of the use of a Suite, the lease of all or any part of a Suite and the transfer of all or any part of title to a Suite are fundamental to ensure the essential organization and successful operation of the Cooperative; violations of these restrictions by a Member or successors in title to a Member may cause substantial harm to the Cooperative.
- 12.2 The Cooperative agrees to grant membership to each Member and to transfer title to a Suite to each Member or to consent to the transfer of title to a Suite to each Member on the basis of that Member's acknowledgement and undertakings in executing the Share Subscription Agreement specifically including therein an agreement to obey the Cooperative's Articles of Incorporation, Bylaws and

Leases, and therefore each Member expressly acknowledges that the Cooperative shall be entitled to restrain and prevent any occupation of a Suite which is in violation of the terms of this Bylaw.

#### ARTICLE 13 - LAWS

- 13.1 Each Member must comply with all laws, bylaws and regulations of Canada, the Province of Alberta and the City of Edmonton which apply to his or her Suite or to the Project.
- 13.2 The Cooperative must comply with all laws, bylaws and regulations of Canada, the Province of Alberta and the City of Edmonton which apply to the Project or the Suites.

## ARTICLE 14 - EXERCISE OF OPTION TO PURCHASE

- 14.1 The Board may resolve to exercise the Cooperative's option to purchase a Member's Suite whenever it decides that the Member has given cause for termination of membership as provided for in Article 8.3 of Bylaw #1. Should the Board resolve to exercise the Cooperative's option, the Board shall promptly call a General Membership Meeting and shall put before the membership the resolution to exercise the Option. The quorum for such a meeting shall be 80% of the membership of the Cooperative. The resolution to exercise the option shall pass only if supported by at least 90% of those Members present who are entitled to vote. A decision by the General Membership to exercise the option is final.
- 14.2 Failure to obtain a quorum at the special General Meeting shall authorize the Board to undertake the taking of a ballot vote. The ballot shall state the Board's resolution to exercise the option to purchase, provide the reasons for the Board's decision and ask each Member to indicate on the ballot his or her agreement or non-agreement. If at least 75% of all Members entitled to vote indicate agreement to exercise the option to purchase, the Board shall be authorized to take such action as it deems proper to the exercise of the option.

### ARTICLE 15 - ESTOPPEL CERTIFICATE

15.1 The Cooperative shall provide, within a reasonable time after receipt of a request from a Member, a certificate as to that Member's position with regards to Co-op monthly fees and such other matters as the Cooperative may deem necessary for the certificate. The Cooperative shall be entitled to charge a reasonable fee for the preparation of such certificate.

#### **ARTICLE 16 - NOTICES**

- 16.1 Except for notice required to be given for General Meetings as covered in Bylaw #1, any notice required or permitted to be given under the Bylaws, shall be in writing and may be given by personal delivery to the Member or by leaving the notice with any person found in the Suite of that Member or by mailing it or placing it in the open numbered boxes in the mailing room or sending it by telegram, or other similar form of communication to the Cooperative at its registered office or to the Member at the postal address for that Member's Suite.
- 16.2 Any notice required or permitted to be given under the Bylaws to the Cooperative by the Member shall be in writing and shall be given to the Cooperative by mailing it or delivering it to the Cooperative through the office of its Property Manager.
- 16.3 Any notice as aforesaid, shall be deemed to have been given or received on the day that it is personally delivered and if not a Business Day, on the next Business Day following the day of delivery. If mailed the notice is deemed to have been given and received on the tenth (10<sup>th</sup>) day (excluding Saturdays, Sundays and statutory holidays and periods during which strikes, lock-outs and slowdowns or other occurrences interfere with normal mail service) following the day on which it was so mailed and if sent by telecommunication or other similar form of communication, be deemed to have been given and received on the second (2<sup>nd</sup>) day following the day it was sent.

16.4 Either the Cooperative or any Member may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice, the

address therein specified shall be deemed to be the address of such party for the giving of notices under this Bylaws.

## ARTICLE 17 - AMENDMENTS TO BYLAWS

17.1 This Bylaw Number Two of the Cooperative may only be amended by a resolution passed by at least seventy-five (75%) percent of those present at a duly constituted General Meeting of the Cooperative, called for the purpose, of which fourteen (14) days notice has been given. A notice for a meeting to amend the Bylaws must contain a copy of the proposed Bylaw amendments.

## ARTICLE 18 - WAIVER OF BREACH

18.1 The failure of either the Cooperative or a Member at any time to require the performance of the other of any of the provisions in the Bylaw shall in no way affect the respective rights of the Cooperative or a Member to enforce the same at another time nor shall the waiver by either of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of this Bylaw itself.

## ARTICLE 19 - RIGHTS OF LENDERS

- 19.1 Should a Lender, or its successors or assigns, become the Owner of a Suite or Suites by means of foreclosure or by means of a quit claim and transfer of land then the provisions of this Article shall apply.
- 19.2 The provisions of Articles 4.1 and 4.2 of this Bylaw shall not apply to the Lender but the Lender must ensure that the Suite is used only for residential purposes.
- 19.3 The provisions of Article 5 of this Bylaw shall not apply to the Lender and the Lender may lease the Suite without the prior written consent of the Cooperative but the Cooperative must be shown as a party to the lease and must have the powers to give the notice provided for in Clauses 19.10 and 19.11 of these Bylaws. The Lender shall remain responsible for Co-op monthly fees and the Lender and the tenant shall be subject to the following listed conditions:
  - 19.3.1 The Lender must not rent its Suite until it has given written notice to the Cooperative of its intention to rent the Suite setting forth:
    - 19.3.1.1 the address at which it may be served with a notice given by the Cooperative under section 19.11 or an originating notice or order referred to in Section 19.13; and
    - 19.3.1.2 the amount of rent to be charged for the Suite.

19.4 If the Lender rents its Suite it is a condition of that tenancy, notwithstanding anything in the tenancy agreement, that the persons residing in that Suite shall not 19.4.1 cause damage to the real or personal property of the Cooperative;

- 19.4.2 contravene any Bylaws of the Cooperative.
- 19.5 The Cooperative may require the Lender, if it rents a Suite, to pay and maintain with the Cooperative a deposit that the Cooperative may use for
  - 19.5.1 the repair or replacement of the Project; and

- 19.5.2 the maintenance, repair or replacement of any Cooperative property that is subject to a lease granted to the Owner of the Suite that is damaged, destroyed, lost or removed, as the case may be, by a person residing in the rented Suite.
- 19.6 A deposit referred to in clause (19.5) shall not exceed one month's rent charged for the Suite.
- 19.7 The Lender must give the Cooperative written notice of the name of the tenant residing in the Suite within 10 days from the commencement of that tenancy.
- 19.8 Within 10 days of ceasing to rent its residential Suite, the Lender must give the Cooperative written notice that the Suite is no longer rented.
- 19.9 The Cooperative shall, within 10 days of receiving a written notice under Clause 19.8:
  - 19.9.1 return the deposit, if any, to the Lender;
- 19.9.2 if the Cooperative has made use of the deposit for one or more of the purposes referred to under Clause 19.5, deliver to the Lender the following:

19.9.2.1	a statement of account showing the amount used; and
19922	the balance of the deposit not used, if any; or

- 19.9.2.3 if the Cooperative is entitled to make use of the deposit but is unable to determine the amount of the deposit that it will use, deliver to the Lender an estimated statement of account showing the amount it intends to use and, within 60 days after delivering to the Lender the estimated statement of account, deliver to the Lender;
- a final statement of account showing the amounts used; and 19.9.2.5 the balance of the deposit not used, if any.
- 19.10 The Cooperative may give a tenant renting a Suite a notice to give up possession of that Suite if a person residing in that Suite has committed a substantial breach as defined in the Residential Tenancies Act.
- 19.11 The Cooperative shall have all the powers and authority necessary to, and may, give all notices and bring all legal actions and applications necessary to terminate the tenancy and to ensures the tenant vacates the Suite. The Lender is not responsible for the costs of these applications or actions.
- 19.12 Any tenant to whom the Lender may lease the Suite shall have the rights granted to Owners and Members by Article 7 as if the tenant was an Owner of a Suite and a Member of the Cooperative in good standing.
- 19.13 The provisions of Article 14 shall not apply to the Lender unless the amount to be received by the Lender for the sale of the Suite is at least the amount then outstanding on the mortgage loan as a result of which the Lender became the Owner of the Suite, including interest and costs as set out in the mortgage.
- 19.14 The Lender shall have the same rights to inspect the financial records of the Cooperative as do the Members of the Cooperative.
- 19.15 Notwithstanding any provision of any Bylaw of the Cooperative and if so requested in writing by the Lender, the Cooperative shall provide notice to the Lender of any meeting of the Members; the Lender shall be entitled to attend such meeting and to speak on any matter properly before the meeting but not to stand in the way of a decision or to vote.

	This is Exhibit the Affida	and toll lating awaires Jan. 1, 203
	WITNESS	Lucille Murdoch Ductor
	WITNESS	Dreidy Donna Diguen
himan	Signature and printed name of witness  Pame Ir Iriya, WITNESS	Signature and printed name of director  My Re Donna Dryden
thes links	Signature and printed name of witness  John A. LINDSAY	PFLYNI
land In	Millet John Heffernon	Song Road Signature and printed name of director
James Com	Signature and printed name of witness director	Alone Cripps Signature and printed name of director
	Signature and printed name of witness	R. Ruche Roberta Ruecke Signature and printed name of director
	Signature and printed name of witness	Signature and printed name of director
	Signature and printed name of witness	Signature and printed name of director  Charles Schweger
	M Jamola Irigh	John Beamiod John Beamish
	My fumrly / n'yu  Signature and printed name of witness	Signature and printed name of director
	Signature and printed name of witness	Signature and printed name of director
	June 2015.	
	As amended by a resolution passed by more than 75 Meeting of the Cooperative, in accordance with	% of Members present at a duly constituted General Article 17.1 of this Bylaw on the <u>22</u> day of

A Commissioner for Oaths in and for the Province of Alberta

My Commission expires January 1, 2017

14076116.1

JAN 1 4 2016

SERVICE ALBERTA

## Alberta

## Affidavit of Execution

Pamola Iriyu Name of Will	ness
Edmonton	, in the Province of Alberta,
Business woman	,
Occupation	on
ake oath and say:	
1. I was personally present and did see the	.Bylaws of the
1. Twas personally present and sie see sie	Articles / Bylaws
Grandîn Green Strata Title	e Housing Co-operative Ltd.
Name of	Cooperative
duty signed and executed by:	•
RUSS J STEWART, MICHAEL P NORIN	, JOHN BEAMISH
CHARLES SCHWEGER, KUBER	CTA RUECKER.
ARLENE CRIPPS GEORGE	PATOCKO, JOHN HEFFERNAN
SANA RAAD, JOHN LINDS	PATOCKS JOHN HEPFERNAN M. PAT FLYNN DUNNA DRYS
2. That the said instrument was executed at	Edmonton
	Olly/Tewn
in the Province of Alberta.	
3. That I know the said parties, and each of	them is over the age of eighteen years.
4. That I am the subscribing witness to the	said instrument.
WORN before me at	
_	m/
Edmonton Alberta ) Province	Signature of Witness
•	
is 1 day of December, 2015) (month/year)	
	≤ eannette Jacques
A Commissione Nor Oaths/Notary Public in and for the	commissioner for Oaths in and for the Province of Alberta
Province of Alberta	why Commission expires Jan. 1, 2017
Tournette Tagues	my summerce significant and a second
THE WAITE	
Expiry Date of Commission (mm/dd/yyyy)	

This information is being collected for the purposes of corporate registry records in accordance with the Cooperatives Act. Questions about the collection of this information can be direct to the Freedom of Information and Protection of Privacy Coordinator for the Alberta Government, Box 3140, Edmonton AB, T5J 2G7, (780) 427-5210.

## Alberta

## Affidavit of Execution

. Donna Dryden	
✓ Name of Wi	lness
r tamonton	, in the Province of Alberta,
Clty/Town	
Metired	
Occupati	orı
nake oath and say:	
1. I was personally present and did see the	Bylaws of the
	Articles / Bylaws
	e Housing-Co-operative Ltd.
Name of	Cooperative
duly signed and executed by:	·
Lucille Murdoch	
Lucille Murauch	<u> </u>
5 7 100 111 100 1100	Edmonton
2. That the said instrument was executed at	City/Town
in the Province of Alberta.	<b>,</b>
3. That I know the said parties, and each of	them is over the age of eighteen years
J. That I know the said parties, and each of	them is over the age of eighteen years.
4. That I am the subscribing witness to the	said instrument.
	$\Omega$
WORN before me at	
idention Alberta)	XIII/dende
ity/Town Province	Signature of Wilness
nis 1) day of Nasamber 2015)	<i>'</i>
(month/year)	
1. Jacque	T
A Commissioner for Oaths/Notary Public In and for the Province of Alberta	⇒ annette Jacques
T	<b>Commissioner</b> for Oaths in and for the Province of Alberta
Print Name	My Commission expires Jan. 1, 20
7 (90)	
Expiry Date of Commission (mm/dd/yyyy)	

This information is being collected for the purposes of corporate registry records in accordance with the Cooperatives Act. Questions about the collection of this information can be direct to the Freedom of Information and Protection of Privacy Coordinator for the Alberta Government, Box 3140, Edmonton AB, T5J/2G7, (780) 427-5210.