

Galleria Bylaws

The Owners: Condominium Plan No. 802 2630

These Bylaws have been enacted by the Owners:

THE GALLERIA
Condominium Plan No. 802 2630
11220 99 Avenue, Suite 300
Edmonton, Alberta, T5K 2K6

to replace the bylaws set out in The Condominium Property Act, being chapter 62 of The Revised Statutes of Alberta, 1970 and amendments thereto.

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Bylaws — Part I

1. Definitions

The following definitions shall apply to all parts of these bylaws:

- (a) “Act” shall mean the Condominium Property Act, being Chapter 62 of The Revised Statutes of Alberta, 1970, as amended, and any statute or statutes which may be passed in substitution for or replacement of such Act;
- (b) “Board” means the Board of Directors elected pursuant to these bylaws;
- (c) “bylaws” mean the bylaws of the Corporation, as amended from time to time;
- (d) “common expenses” means all expenses of performance of the objects and duties of the corporation and all expenses specified as common expenses in these bylaws;
- (e) “common property” means so much of the parcel as is not comprised in any unit shown on the Condominium Plan;

- (f) “Condominium Plan” means the plan registered under the Act and referred to as Condominium Plan No. 802 2630;
- (g) “Corporation” means the Corporation constituted under the Act by registration of the Condominium Plan;
- (h) “Developer” means E.S.I. HOLDINGS LTD.;
- (i) “Directors” means duly elected members of the Board;
- (j) “Insurance Trustee” means the Board or the manager, if any
- (k) “manager” means the person, firm or Corporation appointed as manager pursuant to these bylaws:
- (l) “mortgagee” means the holder of a mortgage registered against the title to one or more units’
- (m) “owner” means the owner of a unit in the Condominium property;
- (n) “Parcel” means the land comprised in the Condominium Plan;
- (o) “Special resolution” means a resolution:
 - (i) passed at a properly convened meeting of a corporation by a majority of no less 75% of all the persons entitled to exercise the powers of voting conferred by the Act or the bylaws and representing not less than 75% of the total unit factors for all units, or
 - (ii) signed by not less than 75% of all the persons who, at a properly convened meeting of a corporation, would be entitled to exercise the powers of voting conferred by the Act or the bylaws and [re]presenting not less than 75% of the total unit factors for all the units;
- (p) “unanimous resolution” means a resolution:
 - (i) unanimously passed at a properly convened meeting of the Corporation at which all persons entitled to exercise the powers of voting conferred by the Act or by these bylaws are present personally or by proxy at the time of the motion, or
 - (ii) signed by all persons who at a properly convened meeting of the Corporation would be entitled to exercise the powers of voting conferred by the Act or these bylaws;
- (q) “unit” means an area designated as a unit by the condominium plan;
- (r) “unit factor” means the unit factor for each unit as more particularly described in the condominium plan;

Words and expressions which have a special meaning assigned to them in the Act have the same meaning in these bylaws and other expressions used in these bylaws and not defined in the Act or in these bylaws have the same meaning as may be assigned to them in The Land Titles Act of Alberta, as amended from time to time, or in any statute or statutes passed in substitution [therefore] or replacement thereof, unless the context otherwise requires.

These bylaws are to be read with all changes of number and gender required by the context.

The headings in the body of each bylaw form no part of the bylaw but shall be deemed to have been inserted solely for convenience of reference.

Bylaws — Part II

2. Duties of an Owner

An owner shall:

Corporation Access to Units

- (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 their unit for the purpose of inspecting the unit and maintaining, repairing and renewing pipes, wires, cables, ducts, conduits, plumbing, sewers, party walls and other facilities for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the bylaws are being observed;

Government Work Ordered

- (b) Forthwith carry out all work that may be ordered by any municipality or public authority in respect of their unit, other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their unit, to such municipality, public authority or the Corporation;

Repair and Maintain

- (c) Repair and maintain their unit, including all doors and windows in, attached to or immediately adjacent to the unit (whether or not such windows or part thereof are part of the common property except such windows as cannot be readily reached by the unit owner which shall be maintained by the Corporation), and keep the unit, doors and windows in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted.

Use of Common Property

- (d) Use and enjoy the common property in such a manner as to not unreasonably

interfere with the use and enjoyment thereof by other owners or their families or visitors;

Use of Unit

- (e) Not use their unit or permit it to be used in any manner or for any purpose which may be illegal, injurious, or that will cause a nuisance or hazard to any occupier or a unit (whether an owner or not) or the family of such an occupier.

Notice of Title Changes

- (f) Notify the Corporation forthwith upon any change of ownership or of any mortgage or other dealing in connection with their unit;

Tenants and Occupiers Subject to Bylaws

- (g) An Owner shall not lease or grant possession of their Unit to any Tenant or occupier, and no Tenant or occupier shall move into or occupy a Unit:
 - (i) until the Owner complies with the deposit requirements of the Corporation and provides the Corporation with an address for service of any notice that may be served pursuant to the Act or the Bylaws, as well as the name and contact details of the Tenant or occupier within twenty (20) days of the commencement of the tenancy;
 - (ii) unless the Tenant or occupier undertakes in writing to be bound by and comply with the Bylaws, with the undertaking being provided to the Corporation within twenty (20) days of the Tenant or occupier taking possession of the Unit;
 - (iii) until the Owner(s) gives notice in writing to the Corporation of the tenancy or other occupancy that the lease is more than four-months accompanied by the written undertaking of the Tenant to be bound by the By-laws;
 - (iv) unless the Owner maintains a copy of the By-laws in the Unit for the Tenant or occupier's use; and
 - (v) for a term of lease not less than four-months in duration.

Payment of Assessments

- (h) Pay when due the amount of all contributions levied by the Corporation on the Owner with respect to their unit, whether or not that unit is occupied by the owner, a tenant or other occupant, and to pay interest on any arrears of such payments at the rate of fifteen (15%) per cent per annum calculated from the date due, provided however that if the tenant of a unit is notified by the Corporation that the owner is in default of payment of contributions levied by the Corporation, the tenant shall deduct from the rent payable to the owner the owner's share of contributions levied and interest accrued thereon and shall pay the same to the Corporation and the amount so paid shall constitute rent paid to the owner by the tenant.

3. The Corporation Shall

Duties of the Corporation

- (a) Control, manage and administer the common property and all property owned by the Corporation for the benefit of all owners and the whole project;

Maintain Common Property

- (b) Keep in a good and serviceable repair and properly maintain the fixtures and fittings used in connection with the common property;

Landscaping

- (c) Where practicable establish and maintain suitable lawns and gardens on the common property;

Maintenance and Repair

- (d) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, ducts, conduits, plumbing, sewers, party walls and other facilities for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one unit or common property; and
- (e) Maintain and keep in a state of good repair as may be required as a result of reasonable wear and tear or otherwise, the following:
 - (i) All outside surfaces of the unit, including without limiting the generality of the foregoing, exteriors of doors, exteriors of windows forming part of the common property and not reasonably accessible by the unit owner, if any, roofing materials and exteriors of roofs, eavestroughing and exterior drains, and exterior beams and trim.
 - (ii) All fencing, posts, driveways and sidewalks.
 - (iii) All other outside hardware and accoutrements effecting the appearance, usability, value or safety of the parcel of the unit;
 - (iv) The garden atrium and skylight roof over the garden atrium and any and all plants located in the garden atrium which said plants may be maintained directly by the Corporation, or by a lessor of such plants, or by any party with whom the Corporation may contract for the maintenance of such plants.

Provide Insurance Particulars

- (f) On the written request of an owner or registered mortgagee of a unit, produce to the owner or mortgagee, or a person authorized in writing by the owner or mortgagee, the policy or policies of insurance effected by the Corporation, and the receipt or receipts for the last premium or premiums in respect thereof.

Subsequent General Meeting

- (g) Call a general meeting of the owners and such registered first mortgagees who have notified the Corporation of their interest once in each calendar year and in all cases allow no more than Fifteen (15) months to elapse from one general meeting to the next;

Maintain Common Property

- (h) Control, manage, administer, maintain and repair all chattels and any real and personal property whatsoever owned by the Corporation;

Insurance

- (i) Provide and maintain in full force all such insurance as is required by the Act and by the provisions of these bylaws;

Parking Use

- (j) Grant to the owner from time to time of a residential unit (with the exception of the owners of residential units No. 4, 8 and 17), their tenants and all occupants of the unit the irrevocable right to the exclusive use and enjoyment of one (1) parking stall located as allocated by the Developer and designated with the same number as that of the unit for which the parking stall is allocated and by the letter "P" on a plan to be provided by the Developer. In addition, the owner of each unit, their family, their guests, tenants and occupants of the unit shall be granted the right to the exclusive use and enjoyment, irrevocably, of one (1) storage area located in the parking levels, the said storage area shown on the plan annexed hereto and marked as Schedule "A" and designated with the same number as that of the unit for which it is allocated and by the letter "S".

Privacy Areas

- (k) The fenced garden area contiguous to certain ground floor units and all balconies attached to and associated with any unit shall be for the sole use and enjoyment of the unit owner, their family, guests, tenants and occupants of the unit and the owner shall be granted the irrevocable right to the exclusive use and enjoyment of same which said privacy areas shall be maintained by the Corporation but shall be kept clean and tidy by the unit owner, or their tenants or occupants of the unit provided however that where there is a corridor in front of a series of adjacent balconies and the said corridor is common those balconies and leads to an exit or exits such corridor shall be deemed a fire corridor and in the event of a fire or an emergency occurring, the right to the exclusive use and enjoyment of the fire corridor area shall cease and determine until the emergency has passed.

Garbage

- (l) Provide for the regular collection of garbage.

Annual Report

- (m) Submit an annual report to the general meeting of the Owners consisting of such information as the Board may determine from time to time or as may be directed by a resolution of a General Meeting.

Compliance by Corporation

- (n) Do all things required of it by the Act, the bylaws and any other rules and regulations of the Corporation in force from time to time.

4. The Corporation May

Acquire Property

- (a) Purchase, hire or otherwise acquire personal property and real property for use by owners in connection with their enjoyment of common property;

Borrow

- (b) Borrow monies required by it in the performance of its duties or the exercise of its powers provided that the Corporation shall not borrow in excess of Five Hundred Thousand (\$500,000.00) Dollars on any single occasion or incur aggregate indebtedness at any time exceeding that same amount without such borrowing or incurring of debt being approved by ordinary resolution of the persons entitled to vote at meetings of the Corporation, but such approval need not be obtained in emergency situations.

Give Security

- (c) Secure the repayment of moneys borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage or unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means.

Invest

- (d) Invest any moneys in the fund for administrative expenses in investments in which a Trustee may invest under the Trustee Act.

Agreement with Owner or Occupier

- (e) Make an agreement with any owner or occupier of a unit for the provision of amenities or services by it to the unit or to the owner or occupier thereof;

Exclusive Use

- (f) Grant to an owner the right to exclusive use and enjoyment of 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; and

Board of Directors — Honorarium

- (g) Pay an annual honorarium or salary, or stipend, to a member of the Board as may be determined from time to time by resolution at a general meeting.

Enforce Bylaws

- (h) Do all things reasonably necessary for the enforcement of the bylaws and the control, management and administration of the common property and including the imposing of a penalty of not more than the maximum amounts prescribed in the Act or its associated regulations for each contravention of a bylaw by an owner or tenant and the commencement of proceedings under the Small Claims Act to recover a penalty from an owner or tenant.

Levy Assessments

- (i) Levy and collect the contributions or assessments of owners on account of common expenses for the common property and other obligations of the Corporation by monthly instalments and in that regard may require post-dated cheques and may charge interest on any unpaid balance of a contribution owing to it by an owner;

Appoint Auditors

- (j) Appoint an auditor or auditors or authorize the Board to appoint an auditor or auditors, who may be an owner or owners;

Control of Tenants

- (k) Do all things which are specified in the Act, with respect to the tenancy of units, including imposing or collecting a deposit from the owner of a unit which is being rented, under Section 44 of the Act, giving notice to a tenant to give up possession of a unit under Section 45 of the Act, and making applications to the Court of Queen's Bench of Alberta for an Order requiring a tenant to give up possession of a unit under Sections 46 and 47 of the Act;

Deductions from Rent

- (l) Require that a tenant on receiving notice from the Corporation that the owner is in default of a payment or contribution or assessment levied by the Corporation or an instalment or instalments thereof deduct from the rent payable to the owner the contribution or assessment levied or the instalment or instalments in arrears and any interest owing thereon and require that the tenant pay the same to the Corporation and the amount so paid shall be deemed to constitute rent paid to the owner by the tenant.

5. The Board of Directors

Powers Vested and Size

- (a) The Board of the Corporation, for the benefit of the Corporation and all owners and mortgagees, shall have vested in it the powers of the Corporation and shall enforce the provisions hereof. The Board shall consist of no less than Three (3) nor more than Seven (7) persons, each having attained the age of majority, and shall be elected at each annual general meeting, but where there are no mortgagees who have given notice of their interest to the Corporation and not more than Three (3) owners, the Board shall consist of all owners or such person or persons in such number as the owners of all units shall designate.

Eligibility

- (b) Except in the case of registered first mortgagees who have notified the Corporation of their interest, ownership of a unit is necessary for election and membership on the Board and any person shall be eligible for nomination and election to the Board provided:
 - (i) if a unit has more than one owner, only one such owner may sit on the Board at any one time;
 - (ii) no owner who is indebted to the Corporation for a contribution levied and which is overdue by more than Thirty (30) days shall be eligible for election or membership on the Board.

Voting

- (c) At any election of members 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.

Bonding

- (d) Board members need not be bonded unless otherwise resolved by special resolution of the Corporation;

Term of Office

- (e) Board members shall be elected for two (2) consecutive annual terms. The initial general meeting shall elect one half (1/2) of the Board for two (2) year terms and the remainder for one (1) year terms. Successive general meetings shall elect Directors for two (2) year terms to replace retiring Directors or to fill vacancies on the Board.

6. Removal or Disqualification from the Board

Removal of Board Members

- (a) Except where the Board consists of all the owners, the Corporation may by resolution at an extra-ordinary general meeting remove any member of the Board

before the expiration of their term of office and appoint another person in their place to hold office until the next annual general meeting.

Grounds for Removal

- (b) The office of a member of the Board shall, ipso facto, be vacated:
 - (i) If they become insolvent or fall more than thirty (30) days into arrears in payment of any payments required to be made by them as an owner as herein set forth;
 - (ii) If they become of unsound mind or mentally incompetent, or a lunatic, or die;
 - (iii) If they are convicted of an indictable offence;
 - (iv) If they resigns their office by writing, under their hand, sent to or left at the address for service of the Corporation;
 - (v) If they are absent from three (3) consecutive meetings of the Board without leave and their co-board members resolve at two (2) meetings of the Board held at least seven (7) days apart that their office be vacated.

7. Casual Vacancy

Any casual vacancy of the Board may be filled by the remaining members of the Board for the remainder of the term vacated.

8. Quorum

Except where there is only one (1) owner, a quorum of the Board is two (2) where the Board consists of four (4) or less members, three (3) where it consists of five (5) or six (6) members and four (4) where it consists of seven (7) members. Any member of the Board may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed the equivalent of receipt of due notice of the meeting.

9. Officers

At its initial meeting, the Board shall elect from its members a president, vice-president, secretary and treasurer to be the officers of the Corporation. The duties of the officers shall be as determined by the Board from time to time but without limiting the generality of the foregoing, the following shall apply:

- (a) The president, and in their absence or disability the vice-president, shall be charged with the general organization of the business and affairs of the corporation and shall act as Chairperson at meetings of the Board and the Chairperson shall at such meetings have a casting as well as original vote.
- (b) The secretary, and in their absence or disability, such officer or director as may be appointed by the Board shall accurately keep all necessary minutes and shall have charge of all correspondence of the corporation and be under the direction of the

president and the Board. The secretary shall also keep the records of the Corporation and shall send all notices as required.

- (c) The treasurer shall receive all monies paid to the corporation and shall be responsible to deposit same in whatever bank the Board may order. They shall properly account for the funds of the Corporation and keep such books as may be directed. They shall present a full detailed account of receipts and disbursements to the Board whenever requested and shall prepare for submission to the annual meeting, a duly audited statement and shall submit a copy of same to the secretary for the records of the Corporation. The office of the secretary and treasurer may be filled by one person if any annual meeting for the election of officers shall so decide.

10. Majority Vote

At meetings of the Board all matters shall be determined by simple majority vote.

11. Written or Electronic Resolutions

A resolution of the Board in writing signed by all of the members or agreed to by electronic communication means shall be as effective as a resolution passed at a meeting of the Board duly convened and held.

12. Seal

The Corporation shall have a seal which shall at no time be used except as authorized by resolution of the Board and in the presence of at least two (2) members of the Board, who shall sign the instrument to which the seal is affixed, provided however, that if there are no mortgagees of any units who have given notice of their interest to the Corporation and all units are owned by one person, then the affixing of the corporate seal need be attested by only one member of the Board who is or represents the owners of all the units.

13. Signing Authority

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

14. The Board May

Board Meetings

- (a) Meet together for the conduct of its business, adjourn and otherwise regulate its meetings as it thinks fit, but it shall meet when any member gives to the other members not less than seven (7) days' notice of a meeting proposed by them, specifying the reason for calling the meeting;

Employ Agents

- (b) Employ for and on behalf of the Corporation such agents and servants as it thinks

fit in connection with the control, management and administration of the common property and the exercise and performance of the powers and duties of the Corporation;

Delegate Powers

- (c) Subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke such delegations and;

Management Contracts

- (d) Contract with any person or corporation for the management or caretaking of the property of the Corporation for such period and upon such terms and conditions as the Board may deem it expedient and may delegate, subject to the provisions of The Condominium Property Act, all of its powers and duties, which said person or corporation shall be bonded by a recognized bonding institution for at least one (1) years' projected expenditures unless otherwise decided at a general meeting.

Reserves

- (e) Provide for such cash reserves for the replacement of capital assets and improvements and for operational reserves as it deems desirable from time to time;

Exercise Powers

- (f) Exercise all of the rights, powers and duties conferred on the Corporation by the Act and the bylaws of the Corporation;

15. The Board Shall

Minutes

- (a) Keep minutes of its proceedings;

Minutes at General Meetings

- (b) Cause minutes to be kept of general meetings;

Books of Account

- (c) Cause proper books of account to be kept in respect of all sums of money received and expended by it and all matters in respect of which such receipt and expenditures take place;

Corporation Accounts

- (d) Prepare proper accounts relating to all moneys of the Corporation and the income and expenditure thereof, for each annual general meeting; and

Access to Records

- (e) On application of an owner or mortgagee or any person authorized in writing by one of them, make the books of account and all minutes of the meetings of the Corporation and the meetings of the Board available for inspection at all reasonable times, and further provide to any mortgagee who makes specific request thereof copies of all minutes of all meetings of the Corporation and the Board.

Details of Contributions

- (f) On application of any owner or mortgagee, or any person authorized in writing by one of them, give a complete statement of the standing of any unit with regard to the contributions levied and with regard to fulfillment of all owners' obligations in connection with the project and/or this unit.

Assessments

- (g) Cause to be assessed to each owner, in proper proportion, their contribution towards common expenses and enforce payment of same.

Notice to Mortgagees

- (h) Cause copies of any notice of default sent to an owner to be sent to all those mortgagees holding registered mortgages of such owners unit who have notified the Corporation of their mortgages.

Estoppels Certificate

- (i) Upon the written request of an owner, purchaser or mortgagee of a unit provide the particulars and materials required to be provided under Section 36 of the Act (or any section passed in substitution therefore).

16. Meetings

Procedure

- (a) All meetings of the Board and general meetings shall be conducted according to parliamentary rules of procedure.

Extraordinary General Meetings

- (b) All general meetings other than annual general meetings shall be called extraordinary general meetings.

17. Convene Extraordinary General Meetings

The Board may, whenever it thinks fit, and shall upon a requisition in writing made by persons entitled to vote representing twenty-five (25%) per cent of the total unit factors for units, convene an extraordinary general meeting. The Board will convene annual general meetings as and whenever required by the provisions of the bylaws.

18. Notice of Meetings

Seven (7) days' notice of every general meeting specifying the place, the date and the hour of the meeting and, in the case of special business, the general nature of that business shall be given to all owners and registered first mortgagees who have notified their interests to the Corporation but accidental omission to give that notice to any owner or to any registered first mortgagee or non-receipt of that notice by any owner or any first mortgagee does not invalidate any proceedings at any such meetings.

19. Special Business

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

20. Quorum at General Meetings

Except as otherwise provided in these bylaws, no business shall be transacted at any meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business. Persons entitled to vote present in person or by proxy representing no less than one-half (1/2) of the units constitute a quorum at any general meeting.

21. Procedure If No Quorum

If within one-half (1/2) hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned to the corresponding 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 (1/2) hour from the time appointed for the meeting the persons entitled to vote who are present constitute a quorum.

22. Order of Business

- (a) At the commencement of a general meeting a chairperson of the meeting shall be elected;
- (b) The order of business at general meetings and, as far as practical at all extraordinary meetings shall be:
 - (i) Election of chairperson of the meeting;
 - (ii) Calling of the roll and certifying of proxies;
 - (iii) Proof of notice of meeting or waiver of notice;
 - (iv) Reading and disposal of any unapproved Minutes;
 - (v) Reports of officers;
 - (vi) Reports of committee;

- (vii) Election of Board members, if necessary;
- (viii) Unfinished business;
- (ix) New business;
- (x) Adjournment

23. Show of Hands

At any meeting a resolution moved or proposed at the meeting shall be decided on a show of hands unless a poll is demanded by a person entitled to vote present in person or by proxy, and unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on the show of hands been carried, is conclusive proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution, but a demand for a poll may be withdrawn.

24. Taking of Poll

A poll, if demanded, shall be taken in such manner as the Chairperson thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

25. Equality of Votes

In the case of equality in the votes whether on a show of hands or on a poll the Chairperson of the meeting is entitled to a casting vote in addition to their original vote.

26. Number of Votes

On a show of hands each person entitled to vote shall, subject to the provisions of the next following paragraph, have one vote; on a poll the votes of persons entitled to vote shall correspond with the unit factors for the respective units owned by or mortgaged to them. Except for those matters requiring a special resolution or unanimous resolution all matters shall be determined by a simple majority vote.

27. Manner of Voting

On a show of hands or on a poll votes may be given either personally or by proxy, and on a show of hands, the person entitled to vote and voting may indicate that he is showing hands with respect to a number of votes, provided that their proxy is in order, and the votes shall be so counted.

28. Proxy

An instrument appointing a proxy shall be in writing under the hand of the appointer or their attorney and may be either general or for a particular meeting, but a proxy need not be an owner or mortgagee.

29. Restrictions of Voting

There are no restrictions or limitations on the right to vote other than the following:

- (a) Such restrictions, if any, as are set out in the Act;
- (b) Where an owner's interest in a unit is subject to a registered mortgage notice of which mortgage has been given to the Corporation, a power of voting conferred upon such owner by the Act or by these bylaws;
 - (i) If a unanimous resolution is required, may not be exercised by the owner, but is exercisable by the registered mortgagee first entitled to priority; and
 - (ii) In other cases, is exercisable by the mortgagee first entitled in priority and may not be exercised by the owner, if the mortgagee is present personally or by proxy, and this provision shall apply whether or not Section 15 of the Condominium Property Act continues in force in its form at the time of the registration of the condominium plan, unless the Condominium Property Act is amended to provide otherwise;
- (c) Except where by the Act a unanimous resolution is required, no owner shall be entitled to vote at any general meeting if he shall be more than thirty (30) days in arrears in paying to the Corporation contributions levied in respect of their unit, provided that such inability on the part of the owner shall not in any way effect the ability of a first registered mortgagee of the owner's unit who has given notice of their interest to the Corporation and whose mortgage was registered prior to the occurrence of the owner's arrears from exercising voting privileges for their unit.

30. Vote by Co-Owners

Co-owners may vote by proxy jointly appointed by them, and in the absence of such a proxy are entitled to vote on a show of hands, except when a unanimous resolution of owners is required by the Act, but any one co-owner may demand a poll, and on any poll each co-owner is entitled to such part of the vote applicable to a unit as is proportionate to their interest in the unit, and the joint proxy, if any, on a poll has a vote proportionate to the interest in the unit of such of the joint owners as do not vote personally or by individual proxy.

31. Vote When Successive Interests

Where owners are entitled to successive interests in a unit, the owner entitled to the first interest is along entitled to vote, whether on a show of hands or a poll, and this bylaw is applicable whether by The Act the unanimous resolution of the owners is required or not.

32. Vote of Trustee

Where an owner is a trustee, they shall exercise the voting rights in respect of the unit to the exclusion of persons beneficially interested in the trust, and the latter may not vote.

33. Signed Resolution

Subject to the provisions of the Condominium Property Act, any resolution of the Corporation determined upon or made without a general meeting and evidenced by writing, signed in person or by proxy by all the persons who at a properly convened meeting of the Corporation would be entitled to exercise the powers of voting under the Act and these bylaws, including registered mortgagees who have notified their interest to the Corporation, shall be as valid and effectual as a resolution duly passed at a meeting of the Corporation and shall take effect as and be both unanimous and special resolution.

34.1 Corporation Insurance

The Board, on behalf of the Corporation, shall obtain and maintain, subject to Sections 47 and 48 of the Act and Part 6 of the Regulation, the following insurance:

Property Insurance

- (a) Insurance on all of the Units (excluding furnishings, improvements, fixtures and any property brought into or installed in a Unit by the Developer or any Owner, current or previous) and all of the insurable Common property and all of the 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 for and include the following:
- (i) the perils insured against shall be "All Risks" (as generally understood in the insurance business) of physical loss or damage;
 - (ii) the coverage will provide for settlement on the basis of replacement cost for reconstruction and shall be made from any settlement unless the settlement is on a cash basis;
 - (iii) that no breach of a statutory or other condition of the policy by any one insured will cause the policy to become void as respects the interests of the other insureds and that the provisions of the Standard Mortgage Clause (or its equivalent) shall be read into the insurance for the benefit of all Mortgagees of a Unit;
 - (iv) 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;
 - (v) the insurers' rights of recovery against the Corporation and the members of the Board are waived and that the insurers' rights of recovery against any Owner (and any residents of an Owner's household, their spouse, the relatives of either and any other person under the age of majority in the care of an Owner or their spouse) are waived, except with respect to arson, fraud and vehicle impact;
 - (vi) such policies may not be cancelled without at least thirty (30) days' prior written notice to all of the Owners and the Corporation including all

registered Mortgagees who have provided written notice of their mortgages to the Corporation;

- (vii) such policies shall also provide that the Corporation (or, if the By-laws designate an Insurance Trustee, the Insurance Trustee) shall have the right at its sole option to obtain a cash settlement in the event of substantial damage to the property insured. This shall occur if the Corporation is terminated by Special resolution of the Corporation or by order of a Court having jurisdiction in that respect to settle a scheme or to terminate the Condominium status of the building or Parcel. In such instance, the Insurers' option to repair, rebuild or replace the property damaged or lost shall be deleted or waived;
- (viii) the Insurance Trustee, if the Corporation so designates an Insurance Trustee, shall act as and be an agent on behalf of the Corporation and Owners for the purpose of and with authority to adjust and settle losses in respect of all property and boiler and machinery insurance policies effected by the Corporation;

Liability Insurance

- (b) The Board shall also obtain and maintain public liability insurance insuring the Corporation, the Board and the Owners while acting on behalf of the Board/Corporation against their liability for bodily injury, death and damage to property, to third parties or to other Owners and their invitees, licencees or tenants, incidental to the enforcement of By-laws and 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 five million (\$5,000,000.00) 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, and the Insurance Trustee if there be one. 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. The Board shall also secure coverage for:
 - (i) liability incurred by the Corporation arising out of a breach of duty as the occupier of the Common property; and
 - (ii) liability incurred by the Corporation arising out of the ownership, use or operation of any machinery, equipment, pressure vessels and vehicles;

Errors and Omissions Insurance

- (c) The Board shall also obtain and maintain:
 - (i) Directors and Officers Liability Insurance protecting the members of the Board and its officers or any committees established by the Board, against insurable claims incurred by any Board member or officer arising out of any

action or omission by any Board member or officer with respect to carrying out the functions and duties of a Board member or officer; and

- (ii) coverage for liability incurred by the Corporation arising out of an action or omission of a Board member or an officer of the Corporation with respect to carrying out the functions and duties of a Board member or officer.

In renewing such policy from time to time, the Board shall ensure that the replacement insurance is no less favourable than the expiring insurance, and if substantially equivalent coverage is unavailable, the Board shall obtain the next best available coverage;

Other Insurance Considerations

- (d) Prior to obtaining any policy of property 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 property required to be insured by the Corporation, and the Board shall maintain insurance at the levels required by the Act and by these Bylaws and as suggested by the appraisals, provided that failure to obtain a prior or any appraisal shall not invalidate or affect any insurance placed by the Corporation.

The Board shall review the insurance coverage at least annually and shall amend insurance at its discretion.

34.2 Owner Insurance

An Owner shall carry insurance on their Unit with the following minimum coverages:

- (a) Full replacement value of contents;
- (b) Full replacement value of Unit improvements, whether added by the current Owner, previous Owner(s) or developer/builder;
- (c) Deductible coverage for the full value of the deductible (to a maximum as prescribed in the Act or its Regulations) as stated in the insurance policy maintained by the Corporation, including the equivalent of the Condominium Unit Owners Comprehensive Form as an endorsement to the Owner's insurance policy;
- (d) Additional living expenses coverage should the Unit become uninhabitable due to loss or damage;
- (e) Loss assessment coverage for Common Property insurance loss assessments; and
- (f) Personal liability coverage, or landlord liability coverage if the Unit is rented to tenants.

The amount of insurance to be carried by the Owner shall not be less than One Million (\$1,000,000.00) Dollars for any property damage or personal injury and the contents and improvements coverage shall be for replacement cost. Upon the written request of the

Board, Owners shall provide satisfactory proof of the required Owner's insurance.

Nothing in these Bylaws shall restrict the right of any Owner to obtain and maintain additional insurance of any kind in respect of the ownership, use or occupation of their Unit and their personal liability as permitted by the Act or 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 any Owner or any Mortgagee.

On the written request of an Owner, Purchaser or Mortgagee of a Unit, in the case of a request for:

- (i) the policy of insurance, the Corporation shall provide a copy of the policy to the person making the request within thirty (30) days from the day of receiving the request; or
- (ii) an insurance certificate, the Corporation shall provide the certificate to the person making the request within ten (10) days from the day of receiving the request.

Upon the written request of the Board, Owners shall provide satisfactory proof of the required Owner's insurance.

35. Insurance Deductible

- (a) Insurance obtained by the Corporation may be subject to any reasonable deductible agreed to by the Corporation and the insurer.
- (b) An Owner is absolutely liable to the Corporation for all loss or damage that originates in or from the Owner's Unit or an exclusive possession area assigned to the Owner in an amount up to the value of the Corporation's insurance deductible.
- (c) An Owner, on demand by the Corporation, is absolutely liable to the Corporation for the amount of the deductible (to a maximum as prescribed in the Act or its Regulations) in the Corporation's insurance claim for all loss or damage that originates in or from the Owner's Unit or an exclusive possession area assigned to the Owner.
- (d) An Owner is absolutely liable to the Corporation for all loss or damage to a Unit or Common Property resulting from the use and or occupancy of a Unit or Common Property by an Owner and or their family, pets, guests, invitees or licensees in an amount up to:
 - (i) the cost to repair the loss or damage, if there is no insurance coverage afforded due to a coverage exclusion in the insurance policy maintained by the Corporation; or
 - (ii) the value of the Corporation's insurance deductible if coverage is afforded under the insurance policy maintained by the Corporation; and
 - (iii) the cost of repair above the policy limits as stated in the insurance policy maintained by the Corporation.

- (e) The Corporation may recover an amount under section (b), (c) or (e) hereunder from an Owner by:
 - (i) an action in debt, or
 - (ii) levying a contribution on the Owner by resolution.
- (f) The Board may implement a special assessment in proportion to the Unit factors of Owners or on a basis other than in proportion to the Unit factors of Owners if there is a loss or damage to Common Property or a Unit owned by the Corporation and the Corporation is responsible for:
 - (i) the cost to repair the loss or damage, if there is no coverage afforded under the insurance policy maintained by the Corporation;
 - (ii) the cost to repair the loss or damage up to the value of the Corporation's insurance deductible where a claim is made under the Corporation's policy of insurance; and
 - (iii) the cost of repair above the limit of the Corporation's insurance policy.
- (g) Where there is a loss resulting in loss or damage to multiple Units and under the provisions of these Bylaws more than one Owner is liable to the Corporation in an amount up to the value of the Corporation's insurance deductible or for the amount of the deductible in the Corporation's insurance claim, the amount is to be shared by the Owners in proportion to the cost of the repair per Unit against the total cost of repairs.
- (h) The Corporation shall be entitled to recover from an Owner all costs it incurs in collecting reimbursement for the deductible, including its legal costs on a full indemnity basis. Such costs are to be recoverable by the Corporation, in addition to any other remedies it may have at law, as a contribution levied against and owed by the said Owner.

36. Notice of Damage

Where the Board has determined that there has been substantial damage to the buildings, notice of such determination shall be given within ten (10) days' thereof to all owners and mortgagees who have notified their interest to the Corporation, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice of a meeting called for the purpose of voting whether to repair.

37. Indemnity

Each owner shall indemnify and save harmless the Corporation from and against all loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from owner, their family or any member thereof, any other occupant of their unit or any guests, invitees or licencees of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

38. Bylaw Amendment

The bylaw or any of them may be added to, amended or repealed by special resolution of the Corporation and not otherwise.

39. Observance of Bylaws

The Corporation, the Board and all owners, tenants and other occupants of units shall observe and obey all such bylaws as are applicable to each of them and as amended from time to time whether or not such bylaws or any part thereof are registered in the Land Titles Offices for the North Alberta Land Registration District.

40. Notice

Unless specifically provided otherwise in these bylaws, every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served:

- (a) upon the Corporation if delivered by hand to the office of the Manager of the Corporation, if any, or mailed by depositing the same in a post box, enclosed in a postage prepaid envelope addressed to the Corporation at its address as shown on the Condominium Plan,
- (b) upon an owner by delivery by hand to the owner (and if there is more than one owner, then to any one of such owners) or by mail by depositing the notice in a post box, enclosed in a postage pre-paid envelope addressed to the owner at the municipal address of their unit, and
- (c) upon a mortgagee of a unit by delivery by hand to the mortgagee (or if a corporation to a person in authority with such mortgagee) or by mail by depositing the notice in a post box, enclosed in a postage pre-paid envelope addressed to the mortgagee at the municipal address of such mortgagee notified to the Corporation.

The Corporation may change its address for service by giving notice to each owner and mortgagee in writing in a manner aforesaid and causing the change in address to be recorded upon the Condominium Plan at the Land Titles Office. A mortgagee of a unit may change its address for service by giving notice in writing of the change to the Corporation in the manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have received forty-eight (48) hours after the time of mailing, provided however; that if there shall be an interruption of mail service, the notice shall not be deemed to have been received until the third (3rd) day following the restoration of normal mail service.

Bylaws — Part III

41. Owner's Usage

An Owner shall not:

- (a) (i) Use their unit for any purpose that may be illegal or injurious to the

- (ii) regulation of the buildings comprising the Condominium;
Make undue noise in or about any unit or common property.
- (b) When the purpose for which a unit is intended to be used is shown expressly or by necessary implication or by the registered Condominium Plan, an owner shall not use their unit for any other purpose, or permit the unit to be so used.

42. One Family Residence

Each unit shall be occupied only as a one-family residence by the owner, their tenants or authorized occupants and their families, for the purpose of the paragraph;

- (a) "One family residence" means a unit occupied or intended to be occupied as a residence by one family alone and contains one kitchen, and in which no roomers or boarders are allowed; and
- (b) "Boarder" means a person to whom room and board is regularly supplied for consideration; and,
- (c) "Roomer" is a person to whom a room is regularly supplied for consideration.

43. Commercial Use of Unit

No unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of public at such unit, and without limiting the generality of the foregoing no unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner, or other professional person, provided however; that the foregoing shall not prevent the developer from completing the condominium project and maintaining a unit or units owned by it as models for display and sales purposes and otherwise maintaining construction offices, sales offices, displays and signs until all units have been sold by such developer.

44. Duty to Repair and Maintain

- (a) Each owner shall be responsible for the repair and maintenance of their unit. Should any owner fail to maintain and/or repair in a manner satisfactory to the Board or its representatives those items for which he is responsible after ten (10) days' written notice to do so given by the Board or its representative, then the Board, or its representatives, may do or cause to be done the maintenance or repair and the owner affected agrees to and shall reimburse the Corporation for all moneys expended for labour, materials, normal overhead and profit and all costs incurred in collection in respect of the doing of such maintenance and/or repairs and the Board or its representative may use all or any of the remedies open to it to recover such moneys for the Corporation, and such moneys shall be a charge upon their unit to the same extent as they would be if they were common expense charges assessed upon their unit.
- (b) Each owner shall be responsible for damage caused to common property or other property maintained by the Corporation where such damage is caused by them, members of their family, their invitees, contractors or licencees and should any owner fail to repair in a manner satisfactory to the Board or its representatives,

those items so damaged as aforesaid after ten (10) days' written notice to do so given by the Board or its representative, then the Board, or its representative may do or cause to be done such repair and the owner affected agrees to and shall reimburse the Corporation for all moneys expended for labour materials and overhead and profits and all costs incurred in collection in respect of the doing of such repairs and the Board or its representative may use all or any of the remedies open to it as hereinafter set out to recover such moneys for the Corporation and such moneys shall be a charge upon their unit to the same extent as they would be if they were common expenses assessed upon their unit.

45. Structural Alterations

No structural alterations shall be made to the outer boundary of any unit including walls (whether partition walls or otherwise), ceiling and floor to any exterior door or window or balcony, and no changes shall be made in the plumbing or electrical system within or outside any unit by any owner without the prior written consent of the Board and no owner shall make any changes to an installation upon the common property, or maintain, decorate, alter or repair any part of the common property, except for maintenance of those parts of the common property which they have the duty to maintain, without the consent of the Board.

46. Fire Hazard

No owner shall do or permit anything to be done in the parcel or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance on any building comprising part of the Condominium or on property kept therein, or obstruct or interfere with the rights of other owners or in any way injure or unreasonably annoy them or conflict with the laws relating to fires or with the regulations of the local fire department or with any insurance policy upon any building comprising part of the condominium or any part thereof or conflict with any of the rules and ordinances of the municipal health department or with any statute or municipal bylaw or with any other law whatsoever and no unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance maintained by the Corporation.

47. Decorating

No portion of a unit required to be maintained by the Corporation shall be painted, decorated or otherwise effected by anyone other than the Corporation without the consent in writing of the Board.

48. Water

Water shall not be left running unless in actual use in any unit.

49. Plumbing

- (a) Toilets, sinks, tubs, drains and other water apparatus shall not be used for any purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, disposable diapers or other substances shall be

thrown therein-, and

- (b) No garburator or food waste disposal appliances are permitted for installation or use at any time. This prohibition exempts the use of any previously installed garburators or food waste disposal appliances, but this exemption does not extend to any replacement garburators or food waste appliances.

50. Combustible Materials

No stores of gasoline or other combustible or inflammable goods or materials and no offensive goods, provisions or materials shall be kept in any unit or on any part of the common property.

51. Signs

No signs, billboard, notices or advertising matter of any kind shall be placed on any part of a unit without the written consent of the Board first being obtained.

52. Emergency

The Corporation, in the event of fire, water breaks or other emergency situations, and in the absence of the owner or occupier of a unit, may force entry to any unit for the purpose of dealing with such emergency and for the purpose of protecting the property of other owners or occupiers and the Corporation, and the owner-occupier of the unit so entered shall save harmless the Corporation, its agents and employees from any claim or damage arising from such forced entry.

53. Antennas

No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or any part of the common property except by the Corporation for or in connection with a common television cable or other distribution or reception system except by the Corporation.

54. Laundry

No laundry shall be hung other than inside a unit.

55. Awnings

No awnings or shades shall be erected over the outside of the windows nor shall any article be hung or placed on any outside window sills of a unit, without the approval of the Board. The Board, in its sole discretion, can establish the acceptable aesthetic and requirements for any such awning or shade.

56. Appearance of Unit

Nothing shall be hung or placed on any part of the common property, including balconies (or in the event of ground floor units in the landscaped fenced garden area), or within a unit that is, in the opinion of the Board, aesthetically displeasing when viewed from outside the unit. When not in immediate and active use, the fire corridors, being the corridors in

front of a series of balconies and common to those balconies leading to an exit or exists, shall at all times be kept totally free and clear in order to ensure their usability as fire corridors in the event of an emergency.

57. Garbage

Owners, tenants and occupants of units shall tightly wrap and tie their garbage and shall deposit same in such garbage containers as may be directed by the Board from time to time and the owners, their tenants and occupiers shall observe and obey all bylaws and regulations of any competent local authority in that regard.

58. Ice and Snow Removal and Maintenance

Each owner, tenant or occupier shall be responsible for ice and snow removal from the balcony (or, in the case of ground floor units, the patio, if any, for a unit). The corporation shall regularly maintain balconies, grass, trees, shrubs, and walks in the common areas and shall be responsible for ice and snow removal from the common property except as aforesaid.

59. Noise

Owners, their families, guests, visitors and servants shall not create or permit creation of or continuation of any noise or nuisance which, in the opinion of the Board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them and no noise caused by any instrument or other device or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other owners shall be permitted, and in particular owners, their families, guests, visitors and servant shall ensure that noise does not emanate from inner balconies facing into the garden atrium and for that purpose no parties shall be held on any inner balconies nor shall radios, record players, television sets, or like devices be used on the said inner balconies.

60. Privacy

No owner shall trespass or permit any occupant of their unit to trespass on any part of the Condominium to which another owner is entitled to exclusive use and without the consent of the Board no owner shall have any right of access to those parts of the common property used from time to time as a dwelling for any building superintendent, utilities areas, building maintenance storage areas, managers' offices, operating machinery, or any other part of the common property used for the care, maintenance or operation of the property provided however; that this paragraph shall not apply to any registered first mortgagees who have notified their interest to the Corporation and who shall have right of access for inspection upon forty-eight (48) hours' notice to the manager, if any, or to the Corporation.

61. Obstructions

No owner shall erect or plant or cause to be erected or planted any fence, screen, barrier, awning, shade, partition, tree, shrub or flower on, or which overhangs any part of the common property without the prior written consent of the Board or the Manager.

61.1 Private Plants on Balconies and Common Areas

As a condition of placing a plant on a balcony that opens onto the atrium or near a unit but within the atrium, the owner, tenant or occupier of the unit agrees to the inspection of the plant at any reasonable time for any disease or insect that could spread from the plant and adversely affect the Corporation's plants in the atrium and to grant the Corporation or its agents access through the unit to the balcony, on reasonable notice if such access is necessary in order to inspect the plant and further agrees that:

- (a) the Corporation or its agent may take any steps it considers necessary including, after giving or attempting to give 24 hours written notice to the owner, tenant or occupier, removal of the plant from the balcony or common area if the plant is found to be diseased or if insects are present on or the plant, and
- (b) the owner, tenant or occupier of the unit shall indemnify the Corporation for any damage to or loss of, the Corporation's plants in the atrium that may be reasonably be attributed to the plant the owner, tenant or occupier has placed on the balcony or near the unit.

62. Personal Belongings

All owners, tenants and occupants of a unit will cause all articles belonging to their household to be kept in their respective unit when not in actual use, and each will comply with all reasonable requests of the Board or the manager or its representative that bicycles, toys and like articles belonging to the household of the owner, tenant or occupant of the unit be put away inside such unit when not in actual use or be stored in appropriate places which may be designated by the Board or the manager or its representatives from time to time for such use.

63. Electrical Circuits

Owners shall not overload existing electrical circuits.

64. Private Vehicles

- (a) No motor vehicle other than a private automobile, station wagon or commercial vehicle no larger than a one-ton truck shall be parked on any part of the common property, including parking stalls, nor shall any repairs be made to such motor vehicle on the common property and no motor vehicle shall be driven on any part of the common property other than a driveway, roadway or parking stall.
- (b) The owner of a residential unit may seek approval from the Board the ability to install an electrical charging station for a provincially approved/registered electric vehicle at their exclusively assigned or separately titled parking stall. The cost of the installation, maintenance and operation of the electrical charging station is exclusively the responsibility of the owner, and the Corporation bears no responsibility, at no time, for the electrical charging station.

65. Use of Parking Areas

- (a) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or

equipment of any kind shall be parked on any part of the common property other than on a parking stall specifically designated as same, nor shall any owner, tenant or occupier park any motor vehicle in any parking stall designated from time to time by the Board as being for visitor parking.

- (b) The designated visitor parking area is for the temporary and irregular use by guests of owners, and for other purposes as defined by the Board, and is not to be used on a regular basis by an owner or their guest. The Board, in its sole discretion, can define what it considers appropriate use of the visitor parking area by policy and levy a penalty to an owner should they or their guest not follow the said policy, without prior approval from the Board.

66. Parking Areas

No motor vehicle shall be parked within the condominium parcel other than in a designated parking stall and no inoperable motor vehicle shall be parked or article stored in any designated parking stall whether or not such parking stall is within the common property or within a unit, except for storage of articles within the fenced storage areas located on parking units or within parking units which have been converted to storage areas with the express prior written consent of the Board including consent of the Board as to the quality and appearance of walls and doors to be constructed by the owners receiving such consent at such owner's sole expense in order to convert the parking units into storage areas.

67. Day Care Centre

No owner, tenant or occupier shall use a unit to provide a day care centre or babysitting services.

68. Pets

No owner, tenant or occupier of a unit shall keep any animals, livestock, fowl or pet of any kind in a unit or on the common property unless same is less than seventeen (17) inches in height at the shoulders and then only with the written consent of the Board first. Notwithstanding the generality of the foregoing, and only at the time of initial Board approval, no animal, livestock, fowl or pet considered by the Board, in its sole discretion, to be intimidating or otherwise unsuitable for condominium living, shall not be permitted. Any pet permitted to be kept by an owner and less than one year old shall be carried at all times while on common property, while any permitted pet older than one year must be restrained on a short leash and under direct supervision by the owner at all times while on common property. Any owner found to not be following this bylaw, or otherwise maintaining a permitted pet that is causing a nuisance, damage or hazard, could be subject to a penalty from the Board, along with all charges incurred by the corporation to remedy any damages.

69. Right to Exclusive Use

The owner of each unit shall have the right to exclusive use and enjoyment of such portions of the common property on such terms with respect to maintenance thereof as the Corporation may direct. Without limiting the generality of the foregoing, the

Corporation may grant to the Owner of a Unit, on such terms and conditions as the Board may determine, the right and license to exclusive use, including the Owner's duty to repair and maintain the exclusive use area. The Corporation, at its sole option may at any time and from time to time withdraw and terminate such right for any or all Units upon giving sixty (60) days' notice.

70. Sidewalks and Walkways

The sidewalks, walkways, passages, driveways and parking areas shall not be obstructed by any owner, their family, guests, tenants or visitors or used by them for any purpose than for ingress and egress to and from their respective units.

71. Landscaping and Common Property

Owners, their families, guests, tenants, visitors and servants shall not harm, mutilate, destroy, alter or litter any of the landscaping works on the parcel including grass, trees, shrubs, hedges, flowers or flowerbeds.

72. Structures on Common Property

(a) No building or structure or tent shall be erected, and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common property except only by the Corporation.

(b) No part of the common property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens, or vegetation, or for the disposal or rubbish, garbage or waste except only by the Corporation unless the owner has been granted the right to exclusive use and enjoyment of that portion of the common property and subject to the provisions of these bylaws.

73. Liability for Damage

The Corporation will not be responsible for any damage or loss whatsoever caused by or to any property of any kind or nature whatsoever in the parking areas provided in the common property or in any part of the common property designated for the exclusive use and enjoyment of any unit owner, nor will it be responsible for any loss or damage from any cause whatsoever to any contents in any unit. The insuring of any contents within the unit is the sole responsibility of the individual unit owner.

74. Auction

No auction sale or other sale shall be held or about the Condominium Parcel without the consent in writing of either the manager or the Board.

75. Recreational Area Rule

No portion of the common areas designated for recreational use, including playgrounds and no property real or personal owned by the Corporation shall be used by any owner

except in accordance with the rules and regulations therefore established from time to time by the Manager or the Board or the Corporation.

76. Common Expenses

The common expenses of the Corporation for which the Corporation may levy contribution on an owner shall include the following:

- (a) All levies or charges on account of electricity, water, gas, fuel and other utility services supplied to the Corporation;
- (b) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (c) Payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and the manager;
- (d) The cost of furnishings and equipment for use in and about the common elements including repair, maintenance and replacement thereof and including maintenance, materials, tools and supplies;
- (e) The cost of legal, accounting, engineering and auditing services;
- (f) All costs and charges on account of landscaping maintenance, garbage and snow removal from common property;
- (g) Expenses incurred with respect to television antenna or cable;
- (h) All reserves for repairs and replacement of common property and portions of units or buildings the repair or replacement of which is the responsibility of the Corporation;
- (i) All costs of and charges for insurance for which the Corporation is responsible;
- (j) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (k) Generally, the amount of all costs and expenses whatsoever, including without limiting the generality of the foregoing, all maintenance and repair costs, financing charges, common expenses, unit charges, professional and consulting fees and all utility charges for or in respect of any unit owned by the Corporation itself or the common property of the Corporation.

77. Assessment of Common Expenses

- (a) At least thirty (30) days prior to the beginning of each calendar year, the Board or at its request the Manager, shall estimate the amount of the common expenses that will be incurred or required in such calendar year (including a reasonable allowance for contingencies and replacements plus any deficiencies from the previous year and less any expected income and any surplus from the fund collected in the previous year) which estimate of common expenses is hereby

called the "estimated common expenses". Each year's estimated common expenses shall be apportioned, levied and assessed to and upon the owners in proportion to the unit factor as shown on the Condominium Plan. In addition, thereto, the Board or manager may levy and assess the owners in like proportion for costs and charges for common expenses, estimated or incurred from the date of registration of the Condominium Plan to the end of the calendar year in which registration occurred. If the amounts so estimated provide inadequate for any reason, including non-payment of an owner's assessment, the Board or the manager, as the case may be, may at any time and from time to time, levy a further assessment or such further assessments as are required in like proportions as hereinbefore provided. Each owner shall be obligated to pay any and all assessments made pursuant to this provision to the Board or the manager to the account of the Corporation, as directed by notice, in equal monthly instalments on or before the first day of each month during the calendar year for which such assessment is made or in such other reasonable manner as the Board or the Manager, as the case may be, shall designate, and further to pay interest on all assessments or payments in arrears at the rate of Fifteen (15) per cent per annum calculated from the date due until payment.

- (b) The omission of the Board or the Manager, before the expiration of any year, to fix the assessments hereunder for that or for the next year, shall not be deemed a waiver or modification in any respect of the provisions of these bylaws, or release of the owner or owners from their obligations to pay the assessments or any instalments thereof for that or any subsequent year, but the monthly instalments fixed for the preceding year shall continue until new assessments are fixed. No owner can exempt themselves from liability for their contribution towards the common property or by vacating or abandoning their unit.
- (c) The treasurer of the Board or the Manager shall keep detailed accurate records in chronological order of the receipt and expenditures affective the common property, specifying and itemizing the maintenance and repair expenses of the common and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any owner at convenient business hours on weekdays.

78. Unpaid Assessments

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 assessments, instalments and payments for the calendar year then current upon notice to the owner in arrears, and thereupon all such unpaid and accelerated monthly assessments, instalments and payments shall become payable on and as of the date of the said notice provided however, that at no time shall there be acceleration of any unit charges not yet estimated and levied by the Board or the Manager.

79. Indemnity of Board Members

Every member of the Board and their personal representatives and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and

expenses whatsoever which such manager may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by them, as manager, or in any way in the discharge of their duties, except such costs, charges, losses and expenses as are occasioned by their own dishonesty, wilful neglect or wilful default.

80. Severability

The invalidity in whole or in part of any sections of these bylaws shall not affect the validity of the remaining portions of that section of these bylaws.

81. Smoking, vaping, dabbing and cannabis cultivation

- (a) Smoking, vaping or dabbing of tobacco or cannabis is not permitted in or about any common property within the building or any unit without the prior written approval of the Board.
- (b) Cultivation of cannabis is not permitted in any unit or common property space, exclusive or otherwise, within the Building.